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Chief Executive Officer

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"To Enrich Lives Through Effective And Caring Service"

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June 25, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

24 June 25, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

SUCCESSOR MEMORANDA OF UNDERSTANDING FOR BARGAINING UNITS 601 (FIREFIGHTERS); 602 (SUPERVISORY FIREFIGHTERS); 612 (SUPERVISORY PEACE OFFICERS); 613 (PUBLIC DEFENDER INVESTIGATORS); 641 (LIFEGUARDS); AND 642 (SUPERVISORY LIFEGUARDS) (ALL DISTRICTS) (3 VOTES)

SUBJECT

Approve the successor Memoranda of Understanding (MOUs) for bargaining units 601 (Firefighters); 602 (Supervisory Firefighters); 612 (Supervisory Peace Officers); 613 (Public Defender Investigators); 641 (Beach Lifeguards); and 642 (Supervisory Beach Lifeguards).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the accompanying successor MOUs between the County and the Los Angeles County Firefighters Local 1014, IADD, AFL-CIO for Bargaining Units 601 and 602;
2. Approve the accompanying successor MOU between the County and Professional Peace Officers Association for Bargaining Unit 612;
3. Approve the accompanying successor MOU between the County and the Peace Officers Counsel of California Association of Public Defender Investigators for Bargaining Unit 613;
4. Approve the accompanying successor MOUs between the County and the Los Angeles County Lifeguard Association (LACOLA) for Bargaining Units 641 and 642;

5. Instruct the Auditor-Controller to make all payroll system changes necessary to implement the changes in the agreements; and
6. Approve the accompanying ordinance amending Title 6 of the Los Angeles County Code to implement the changes recommended herein

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

1. To provide the terms and conditions of MOUs 601, 602, 641, and 642 for two (2) years - January 1, 2013, through December 31, 2014;
2. To provide the terms and conditions of MOUs 612 and 613 for two (2) years - February 1, 2013, through January 31, 2015;
3. To provide for a salary increase of 6% (24 levels) over two (2) years, and the continuation of existing bonuses and other compensation for BUs 601, 602, 612, 613, 641, and 642 (final increase of 2% provided one day after term of MOUs for BUs 601, 602, 641, and 642); and
4. To provide for the continuation of the Wellness Program for BUs 601, 602, 641, and 642.

Implementation of Strategic Plan Goals

The actions recommended in this letter promote the County's Strategic Plan Goal of Fiscal Sustainability by providing for a wage and benefit structure that is financially responsible.

FISCAL IMPACT/FINANCING

The provisions of the successor MOUs have been ratified by the unions and are within the parameters established by your Board. The County's pension actuary, Buck Consultants, has advised that the proposed salary adjustments do not exceed the increase in payrolls assumed in the current actuarial valuation of the retirement plan. Therefore, there will be no negative impact on the funded status of the retirement system.

The salary movement for the term of the aforementioned contracts has been factored into the County budget for FY 2013-2014.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The successor MOUs establish a new two-year term and provide for a 2% (8 levels) salary increase effective July 1, 2013; a 2% (8 levels) salary increase effective July 1, 2014; and a 2% (8 levels) salary increase effective January 1, 2015. In addition, existing bonuses and other forms of compensation will continue during the term of the MOUs.

It is also recommended that corresponding non-represented employees in the District Attorney, Fire, and Sheriff Departments, paid in accordance with the standardized salary schedule, receive a 2% (8 levels) salary increase effective July 1, 2013; a 2% (8 levels) salary increase effective July 1, 2014; and a 2% (8 levels) salary increase effective January 1, 2015.

The accompanying successor MOUs and ordinance have been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current services.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'WTF', followed by a large, stylized loop and a horizontal line extending to the right.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:JA
RM:rld

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Human Resources

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
FIRE FIGHTERS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 25th day of
June, 2013,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management") of the
County of Los Angeles (hereinafter referred to as
"County"), and the County Forester and Fire
Warden

AND

LOS ANGELES COUNTY FIRE FIGHTERS,
LOCAL 1014, IAFF, AFL-CIO

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ARTICLE 1 RECOGNITIONSection 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Los Angeles County Fire Fighters Local 1014 was certified on August 21, 1969, by County's Employee Relations Commission (Employee Relations Commission File No. R-10-69) as the majority representative of County employees in the Fire Fighters Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission.

Management hereby recognizes Los Angeles County Fire Fighters Local 1014 as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications comprising said Unit as listed in Article 9, Salaries.

Section 2.

Management agrees to recognize Los Angeles County Fire Fighters Local 1014 as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and Local 1014 has shown it has met the requirements of any such new rules.

ARTICLE 2 AFFIRMATIVE ACTION

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, political or religious opinions or affiliations.

Management of the Department of Forester & Fire Warden agrees to consult with designated representatives of the Union regarding departmental affirmative action programs. Further, the parties agree that consultation shall take place prior to the implementation of such programs.

ARTICLE 3 DRUG TESTING

Effective July 1, 1991, Fire Fighters serving their first probationary period may be randomly selected for drug testing a maximum of four (4) times during such probationary period.

Management may require employees in the Unit to be tested for drugs based on a reasonable suspicion of impairment on the job.

Testing protocol, the drugs for which testing will be conducted and the cutoff levels for a positive drug test shall be that agreed to between the County and Coalition of County Unions.

It is understood that a positive drug test may result in disciplinary action, including discharge.

Drug testing, as used in this Article, includes alcohol.

ARTICLE 4 MUTUAL COOPERATION

The parties recognize the necessity of cooperating on matters of mutual concern and interest and agree to work together to maximize the effectiveness of the Fire Department and the County and to accomplish legislative and funding goals in their mutual interest.

ARTICLE 5 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors.

It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions of Articles; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 6 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 5, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m., on January 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 Midnight on December 31, 2014.

ARTICLE 7 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 8 RENEGOTIATIONSection 1. Calendar for Negotiations

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from July 1, 2014, through August 1, 2014, its written request to commence negotiations as well as its full and entire written proposal for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposal, negotiations shall begin thirty (30) days after such receipt or September 1, 2014, whichever is later. An impasse concerning the items under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by October 31, 2014, unless the parties mutually agree to continue negotiations.

ARTICLE 9 SALARIES

Section 1. Recommended Salary Adjustment

The parties agree jointly to recommend to County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit on the effective dates indicated.

The parties agree that the recommended salaries set forth herein were negotiated in good faith, and that said salaries were jointly determined independently of race, gender, age or national origin.

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
0199	FIRE FIGHTER (56 HOURS)	CURRENT	NR	85G	4260.73	6229.18
		07/01/2013	NR	86D	4345.45	6353.18
		07/01/2014	NR	87A	4432.00	6479.00
		01/01/2015	NR	87J	4520.73	6608.45
0201	FIRE FIGHTER SPECIALIST (56 HOURS)	CURRENT	N3W	96A	6306.00	7420.00
		07/01/2013	N3W	96J	6431.82	7568.36
		07/01/2014	N3W	97F	6559.91	7719.45
		01/01/2015	N3W	98C	6690.27	7873.09
0198	FIRE FIGHTER TRAINEE	CURRENT		F		4260.73
		07/01/2013		F		4345.94
		07/01/2014		F		4432.86
		01/01/2015		F		4521.52
0232	FIRE FIGHTING CONST EQUIP OPERATOR	CURRENT	NW	96A	5657.00	7420.00
		07/01/2013	NW	96J	5770.45	7568.36
		07/01/2014	NW	97F	5885.73	7719.45
		01/01/2015	NW	98C	6002.82	7873.09
0196	FIRE SUPPRESSION AID	CURRENT	NW	62H	2303.73	3013.55
		07/01/2013	NW	63E	2350.27	3072.82
		07/01/2014	NW	64B	2397.00	3132.73
		01/01/2015	NW	64K	2445.00	3194.55
0328	FORESTRY ASSISTANT	CURRENT	NR	89F	4737.64	6925.45
		07/01/2013	NR	90C	4832.00	7063.09
		07/01/2014	NR	90L	4928.00	7203.45
		01/01/2015	NR	91H	5026.55	7347.64

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
0211	PILOT, FIRE SERVICES	CURRENT	NW	104C	7063.09	9264.00
		07/01/2013	NW	104L	7203.45	9448.00
		07/01/2014	NW	105H	7347.64	9636.45
		01/01/2015	NW	106E	7494.18	9828.45
0234	SR FIRE FIGHTING CONST EQUIP OPER	CURRENT	NW	98A	5973.00	7834.00
		07/01/2013	NW	98J	6092.27	7990.36
		07/01/2014	NW	99F	6213.82	8149.45
		01/01/2015	NW	100C	6337.45	8311.27
0197	SENIOR FIRE SUPPRESSION AID	CURRENT	NW	64H	2433.00	3179.09
		07/01/2013	NW	65E	2481.00	3241.64
		07/01/2014	NW	66B	2529.27	3305.18
		01/01/2015	NW	66K	2579.45	3370.64

Section 2. Step Advances

- a. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.
- b. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his/her department in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his/her step advance anniversary date.

c. Grievances arising out of this section shall be processed as follows:

- (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources.

If the Director of Personnel fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his/her step anniversary date.

- (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his/her step advance anniversary date.

- (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.
- d. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 3. Additional Compensation-Emergency Medical Technician 1 Certification

Effective April 1, 2005, Unit Members in the classifications listed below shall receive a bonus of 44 standard salary levels:

Fire Fighter
Fire Fighter Specialist
Fire Fighting Construction Equipment Operator
Sr. Fire Fighting Construction Equipment Operator
Forestry Technician
Forestry Assistant
Pilot, Fire Services

This bonus shall be considered as wages for all purposes.

Section 4. Step Acceleration

a. Fire Fighter and Forestry Assistant

Fire Fighters on the first step of the seven step salary range shall advance to the second step of such range upon completion of six (6) months' continuous service on a permanent Fire Fighter item. Fire Fighters who have completed six (6) months' service at the second step of the salary range shall be advanced to the third step of such range and those Fire Fighters who have completed six (6) months' continuous service at the third step of the salary range shall be advanced to the fourth step of such range.

Effective January 1, 1991, employees in the classification of Forestry Assistant shall be entitled to the step acceleration indicated above.

Effective 7/1/06, newly hired/promoted employees in the classifications of Fire Fighter and Forestry Assistance shall receive annual step advances as provided for in Section 2 of this Article.

b. Fire Dispatchers

Full-time employees in the classification of Fire Dispatcher I or Fire Dispatcher II or shall advance to the second step of the range of that class upon completion of six months of continuous service in said class.

c. Sr. Fire Suppression Aid and Fire Suppression Aid

Effective 7/1/06, Fire Suppression Aids on the first step of the six step salary range shall advance to the second step of such range upon completion of six (6) months' continuous service on a permanent Fire Suppression Aid item. Fire Suppression Aids who have completed six (6) months' service at the second step of the salary range shall be advanced to the third step of such range and those Fire Suppression Aids who have completed six (6) months' continuous service at the third step of the salary range shall be advanced to the fourth step of such range and those Fire Suppression Aids who have completed six (6) months' continuous service at fourth step of the salary range shall be advanced to the fifth step of such range and those Fire Suppression Aids who have completed six (6) months' continuous service a fifth step of the salary range shall be advanced to the sixth step of such range.

Section 5. Fire Fighter Specialist Entry Level

Entry into the classification of Fire Fighter Specialist shall be at the third step of the salary range.

Section 6. Paramedic Bonus Pay Provision

- a. Employees in the classifications of Fire Fighter and Fire Fighter Specialist who are regularly assigned to a post paramedic position and maintain certification shall receive six (6) standard salary schedules per month and a lump sum of \$400 upon each recertification.

- b. Notwithstanding subsection (a) above, employees in the classification of Fire Fighter Specialist who on June 30, 1991 are entitled to a Paramedic bonus under the provisions of the 1988/90 MOU and meet the eligibility requirements for the bonus during the term of this MOU shall continue to receive such bonus.

Employees assigned to a non-post paramedic position prior to July 1, 1988 shall continue to receive the \$100.00 per month non-post paramedic bonus, provided certification is maintained. Employees assigned to a non-post position on or after July 1, 1988, shall receive a lump sum bonus of \$400.00 upon each recertification. In no event shall an employee receive both the non-post bonus and the lump sum recertification bonus.

Section 7. Dispatcher Bonus

Effective November 1, 1991, employees in the Fire Dispatcher Series who have been certified as an Emergency Medical Dispatcher (E.M.D.) or who have completed E.M.D. Training shall receive a one time only lump sum bonus of \$250.00. Employees who are certified or complete the training thereafter shall receive the one time only lump sum bonus upon certification.

Section 8. Shift Differential

Employees in the Fire Dispatcher Series who work a shift at least five-eighths of which falls between 4:00 p.m. and 11:00 p.m. or between 9:00 p.m. and 8:00 a.m. shall receive a

differential of \$.45 cents per hour for all hours worked on that shift. Effective July 1, 1991, said differential shall be .50 cents per hour for all hours worked on the aforementioned shift.

Section 9. Safety Personnel Bonuses

Effective January 1, 1998, persons assigned to a designated post position or to the Fire Hazardous Material Task Force Coordinator position and certified as required by the Department in:

Air Operations
Fire Hazardous Materials Task Force
Fire Hazardous Materials Task Force Coordinator
Urban Search and Rescue

shall receive a bonus of twenty (20) standard salary levels. These bonuses shall be considered as wages for all purposes.

Section 10. Standby Pay/Call-Back Pay

Effective July 1, 1994, employees in the classifications of Hazardous Materials Specialist I (HMS I), Hazardous Materials Specialist II (HMS II), or Hazardous Materials Specialist III (HMS III) shall receive a bonus of \$1.50 for each hour assigned regularly scheduled standby service during off-duty periods.

Section 11. Catalina Island Assignment

Effective July 1, 1994, employees who are assigned to work on a permanent basis on Catalina Island and who are not provided living quarters, shall be entitled to compensation at a rate four schedules higher than the base rate established by this Article.

Section 12. Shooting Bonus

Fire fighters assigned as arson investigators shall receive shooting bonus as follows:

- | | |
|--------------------------|------------------------|
| a.) Marksman | \$2.00 per pay period |
| b.) Sharpshooter | \$4.00 per pay period |
| c.) Expert | \$8.00 per pay period |
| d.) Distinguished Expert | \$16.00 per pay period |

Section 13. Wellness/Fitness For Life Bonus

Effective 7/1/06, all permanent safety employees in the bargaining unit shall receive a bonus of twelve (12) standard salary levels.

Effective 7/1/07, continuation of the bonus is contingent upon successful completion of the annual Wellness/Fitness for Life Program as provided for in Appendix A. The bonus will remain in effect through the term of the contract (12/31/14). Continuation of the bonus is contingent on evaluation and effectiveness of the Program.

ARTICLE 10 OVERTIME

Section 1. Employees Covered Under 207(k)

a. 207 (k) Partial Exemption

The Forester and Fire Warden shall adopt and implement a 207 (k) partial exemption under the Fair Labor Standards Act (hereinafter FLSA) for employees in the Fire Fighter, Pilot and Firefighting Construction Equipment Operator Series. Such employees shall be treated as if covered by FLSA without prejudice to the parties' position regarding exemptions which may be legally available under the FLSA for certain classes in the Unit.

b. Work Period

The work period for employees regularly assigned to a platoon schedule shall be eight (8) shifts in 24 consecutive days. Each shift shall be 24 hours, (from 8:00 a.m. to 8:00 a.m. the following day).

The work period for employees regularly assigned to a 40-hour schedule who are covered by the 207 (k) partial exemptions shall be 28 consecutive days.

c. Definition of Hours Worked

All benefit time, such as holidays, sick leave, vacation, etc., shall be counted as hours worked for overtime purposes. Benefit time is compensated leave time for which an employee does not actually work.

d. Regular Rate of Pay and Hourly Rate of Pay for a Platoon Shift

Effective July 1, 1991, an employee's regular rate of pay for overtime purposes shall include base pay plus all non-discretionary bonuses, e.g. longevity, EMT, post and non-post paramedic, etc.

The regular hourly rate of pay for an employee assigned to platoon duty shall be derived by dividing his/her monthly base pay plus all non-discretionary bonuses by 243.6.

e. Overtime Compensation

(1) Platoon Personnel

(a) Employees regularly assigned to a platoon schedule shall be compensated at the rate of time and one-half their regular rate of pay for all hours worked in their regular classification and position (i.e. a position which does not involve a different type of work for which different straight-time rates have been established) on a platoon schedule in excess of 182 hours in a 24 consecutive day period.

(b) If an employee regularly assigned to a platoon schedule, in a single work period, works one or more overtime shifts in his/ her regular classification but in a position(s) with a different type of work for which different straight-time rates have been established, the first 10 hours

of overtime (between 182 and 192) shall be compensated in accordance with subparagraph (a) above, and the remaining overtime hours, in excess of 192, shall be compensated by the weighted average method provided under FLSA. That is, the straight-time compensation from the employee's regular scheduled hours of work and from overtime shift(s), if any, in his regular position is added to the straight-time compensation from overtime shift(s) in the different position and the total straight-time compensation is divided by the total number of hours worked. The result is the weighted average hourly rate. The straight-time compensation for the employee's regular scheduled hours of work and overtime shift(s) in his regular position will be based upon the employee's regular rate of pay, as set forth in Section 1, subsection d. above. The straight-time compensation for the overtime shifts in the different position will be based on the established regular rate for the position, including EMT bonus, any bonuses applicable to the position, and longevity bonus, if applicable to the employee. The half-time overtime premium for the extra shifts is derived by multiplying the total number of hours worked in excess of 192 by one-half the weighted average hourly rate.

- (c) If an employee regularly assigned to a platoon schedule in a single work period works down, i.e. works an overtime shift in a lower job

classification, overtime for the work-down shift(s) shall be calculated by the rate-in-effect method provided under FLSA. That is, the employee shall be paid time and one-half of the top step, EMT rate of pay (including any bonuses applicable to the position) of the position(s) worked. Overtime worked by the employee in his regular classification will be compensated in accordance with subparagraph (a) above.

(2) 40-Hour Personnel

(a) Hours worked in regular classification and position on a 40-hour schedule

Employees regularly assigned to a 40-hour schedule shall be compensated at the rate of time and one-half their regular rate of pay for all hours worked in their regular classification on a 40-hour schedule in excess of 160 hours in a 28 consecutive day period.

Employees assigned to a 40-hour work schedule may elect to receive compensatory time off at the straight time rate in lieu of pay for work performed in excess of 160 hours but less than 212 hours on a 40-hour schedule. An employee who elects compensatory time off for such hours worked may take such time off subject to the approval of

departmental management. In approving compensatory time off Management will accommodate employee convenience to the degree possible in light of operational requirements.

Accumulated compensatory time off shall remain to the employee's credit until it is taken off at the employee's request, subject to the approval of Management. The Fire Chief may compensate an employee at the employee's straight time rate of pay for accumulated compensatory time off in lieu of retaining it on the books.

(b) Hours worked on a platoon shift(s) in addition to regular 40-hour schedule

If an employee on a 40-hour schedule works a platoon shift(s) in a work period, the employee shall be compensated at the rate of time and one-half the regular rate of pay (including EMT bonus, any bonuses applicable to the position and longevity bonus, if applicable to the employee) of the position worked for all hours worked on the platoon shift(s) pursuant to Section 1, subsection d. above.

f. Henninger Flats Duty

The provisions of this Article shall not apply to Forestry personnel assigned to extra service as a watchperson at Henninger Flats. Such duty shall be compensated pursuant to County Code Section 6.76.020 (D).

Section 2. Employees Not Covered Under 207(k)

The parties agree that employees in the Unit who are not covered by the 207 (k) partial exemptions will be paid for all hours worked in excess of 40 in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. ' 201. et seq.

Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.

Notwithstanding the above, all benefit time such as holidays, sick leave, vacation, etc., for employees in the Forestry Series shall count as hours worked for overtime purposes.

The Department will pay employees for any overtime worked at a rate of time and one-half (1 2) his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

Effective July 1, 1994, with Management approval, employees in the classifications of HMS I, II, or III may elect to receive compensatory time off (CTO) in lieu of pay, at a rate of one and one-half (1 2) hours for each hour worked@ in excess of forty in one week. CTO may be accrued to the maximums provided by FLSA. CTO in excess of these maximums

shall be compensated as provided by FLSA. Employees may use CTO, as it is credited with supervisory approval. Employees may elect to receive CTO in lieu of pay, at the straight time rate for all non-FLSA overtime worked.

Section 3. Saving Clause

If the Federal Fair Labor Standards Act (FLSA) becomes inapplicable to employees in this Unit, in whole or in part, for any reason, during the term of this agreement or before a successor memorandum of understanding is approved by all parties, such employees shall be compensated for overtime work under the overtime provisions of the 1983-85 Memorandum of Understanding for this Unit, effective on the date the FLSA becomes inapplicable, but no sooner than the date a successor MOU is approved by all parties or impasse procedures on a successor MOU are exhausted, whichever is first.

Section 4. Management Authority

It is agreed and understood that nothing herein is intended to limit or restrict the authority of Management to require an employee to perform overtime work, and it is further agreed that overtime will be ordered and worked only when it is determined by Management that overtime is required to meet the Department's public service obligations.

Section 5. Fair Labor Standards Act (FLSA)

Article 25, Provisions of Law, is applicable to the provisions of this Article and the County remains responsible for complying with all provisions of the FLSA legally applicable to the

County. In the event that it is finally determined as to Los Angeles County employees by a court of final competent jurisdiction that, notwithstanding the provisions of this Article, the employees governed by this MOU are entitled to additional compensation under the FLSA, the County agrees to pay all employees entitled to such additional compensation the full amount required by law. The County further agrees to indemnify and to hold harmless Los Angeles County Fire Fighters Local 1014, its officers, agents, and representatives from any liability, including interest, attorneys fees, and costs, found as a consequence in any lawsuit against said Union, officers, agents, or employees that is attributable to a finding that additional compensation required under the FLSA is due the members of said bargaining Unit, or to a finding that additional compensation required under the FLSA is due the members of said bargaining Unit, or to a finding that the adoption or implementation of the provisions of this Article have denied employees in the Unit additional compensation required under FLSA.

ARTICLE 11 UNIFORMS

Nothing herein shall be construed to modify in any manner whatsoever the uniform standards in the Fire Department, nor shall anything herein be construed as a waiver of Management's rights to establish, change and modify uniform standards and dress codes.

Bargaining Unit employees included in the safety series are eligible for a uniform replacement and maintenance allowance as provided for below. The Department shall issue to non-safety employees in the Unit a single uniform item to replace each item previously issued but considered substandard under Departmental guidelines. Each replacement shirt/blouse, trouser/skirt, jacket and pair of boots will require a purchase authorization approved and signed by Management. In the event a non-safety employee covered by this Article is unable to obtain a regulation uniform from the Department's vendor(s) of record, each employee shall notify the Department and thirty (30) days following such notice the Department shall issue to the employee a voucher equal to the cost the Department pays its regular vendor for the same item(s).

The employee will be responsible for ensuring that uniforms purchased with such vouchers meet specifications including proper identification as determined by the Department. The Department will not be responsible for improperly purchased uniforms and may disallow their use.

Safety series classifications in this Unit are as follows:

Fire Fighting Construction Equipment Operator
Fire Fighter
Fire Fighter Specialist
Fire Suppression Aid (Permanent)
Forestry Assistant
Pilot, Fire Services
Senior Fire Fighting Construction Equipment Operator
Senior Fire Suppression Aid

Section 1. Initial Issue of Uniforms Upon Employment

All employees in the bargaining unit shall receive an initial set of uniform items from the Department as provided for in the Fire Department's Manual of Operation.

Section 2. Uniform Replacement and Maintenance Allowance

Safety employees covered by this agreement and employed on November 1, 2013, shall be entitled to a lump sum payment of one thousand dollars (\$1,000) in lieu of the uniform items previously issued and replaced under the 2000-2002 Memorandum of Understanding. Such payment shall be made between December 1, 2013, and December 15, 2013, by separate payroll warrant.

Safety employees covered by this agreement and employed on November 1, 2014, shall be entitled to a lump sum payment of one thousand dollars (\$1,000) in lieu of the uniform items previously issued and replaced under the 2000-2002 Memorandum of Understanding. Such payment shall be made between December 1, 2014, and December 15, 2014, by separate payroll warrant.

This allowance shall not constitute a base rate.

Section 3. Uniform Replacement and Maintenance

Safety employees shall be responsible for the replacement of each uniform item previously issued and considered substandard under the Fire Department's guidelines. All employees shall be responsible for the laundry, care and maintenance of their uniforms.

ARTICLE 12 GENERAL PROVISIONSection 1. Official Publications, Memorandums, Etc.

The Fire Department agrees to include Local 1014 in its regular delivery route and furnish copies of all official publications, memorandums, etc., that are distributed to all administrative sites, and other non-confidential official publications, memorandums, etc., concerning wages, hours, and working conditions affecting employees in the Unit. It is the intent of the parties that Local 1014 shall receive such information in a timely manner and where feasible, at the same time it is disseminated Department-wide.

Section 2. Assignment of Additional Responsibilities

Effective January 1, 1998, any permanent, full-time employee in a non-Safety Class shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities which are assigned or approved by the department Head, and approved by the chief Administrative Officer.

To qualify for this additional compensation, a full-time, permanent employee must either perform all the significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those required of positions typically allocated to the employee=s class. The assignment of additional duties normally performed by incumbents of the employee=s class would not qualify for this additional compensation.

The additional compensation shall begin on the first day the additional responsibilities are performed, and shall end on the day the additional responsibilities are no longer performed. In no event shall an employee receive compensation pursuant to this Section and receive the out of class bonus.

The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 13EMPLOYEE BENEFITSSection 1. Fringe Benefits

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage, and Retirement between the County of Los Angeles and the Coalition of County Unions, AFL-CIO in effect during the term of this agreement, shall apply to employees in the Unit.

Section 2. Vacation and Holiday Time

The Department will continue the practice of not requiring the safety employees in this Unit to take off vacation or holiday time.

a. Vacation Time

Any 56-hour safety Fire Department employee whose sum of current and deferred vacation is in excess of 720 hours on December 31, 2005, will not be paid off for such time; rather, the time will be kept on the books and remain available for use and be subject to payoff at termination if not used. This time is available for use as time off by the employee at his/her option.

Any 40-hour safety Fire Department employee whose sum of current and deferred vacation is in excess of 480 hours on December 31, 2005, will not be paid off for such time; rather, the time will be kept on the books and remain available for use

and be subject to payoff at termination if not used. This time is available for use as time off by the employee at his/her option.

Effective December 31, 2005, all 56-hour safety employees will be paid for vacation hours over 480 hours at the end of the calendar year.

Effective December 31, 2005, all 40-hour safety employees will be paid for vacation hours over 320 hours at the end of the calendar year.

County Code Section 6.20.070F.1 does not apply to this subsection.

b. Holiday Time

Any 56-hour safety Fire Department employee who has a holiday balance in excess of 396 hours on December 31, 2005, will not be paid off for such time; rather, the time will be kept on the books and remain available for use and be subject to payoff at termination if not used. This time is available for use by the employee at his/her option.

Any 40-hour safety Fire Department employee who has a holiday balance in excess of 264 hours on December 31, 2005, will not be paid off for such time; rather, the time will be kept on the books and remain available for use and be subject to payoff at termination if not used. The time is available for use by the employee at his/her option.

Effective December 31, 2005, all 56-hour safety employees in this Unit will be paid for all holiday hours over 264 hours at the end of the calendar year.

Effective December 31, 2005, all 40-hour safety employees in this Unit will be paid for all holiday hours over 176 hours at the end of the calendar year.

County Code Section 6.20.070F.1 does not apply to this subsection.

c. Exception to Subsection a. and b.

Any safety employee covered by this agreement who has retired or who retires during the period beginning January 1, 2005, through December 31, 2007, will be paid for accrued holiday hours within one year prior to retirement, at his/her option, as follows: (1) Up to 132 hours for 56-hour safety employees, or (2) up to 88 hours for 40-hour safety employees. Any safety employees covered by this agreement who have retired or who retire between January 1, 2005 and December 31, 2005, shall have the right to designate an effective date on or after January 1, 2005, for such compensation.

All other safety employees will be subject to the new terms of this agreement.

This subsection c. expires on December 31, 2007.

ARTICLE 14 PAYROLL DEDUCTIONS AND DUESSection 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with the County a written authorization requesting that such deduction be made.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Security Clause

Any employee in this Unit who has authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in the Unit may terminate such Union dues during the period of December 15 through December 31, 2005, 2006 and 2007, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, and job classification from which dues deductions are to be canceled.

Section 3. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 15 DEMEANOR, STAFFING, TRANSFERS AND WORK
SCHEDULES

Section 1. General

The parties have had a full and complete opportunity to review and to meet and confer with respect to existing practices, procedures, rules and regulations and Manual of Operation provisions regarding staffing procedures, transfer procedures, and work schedules and hours (hereinafter collectively "work rules"), and have agreed to certain modifications of the work rules. The work rules, as so modified, are incorporated herein by reference. The parties agree that they will comply with such work rules during the term of this agreement.

It is understood and agreed that Management has the exclusive right to determine the methods and means of applying and enforcing the Standards of Behavior contained in the Manual of Operations, subject to the rights afforded employees and Local 1014 under federal, state and county law and the provisions of this agreement.

At the request of either party, the parties will meet promptly to discuss proposed changes to the existing work rules in an attempt to reach mutual agreement. In the absence of mutual agreement on any such changes, the existing work rules will remain in full force and effect.

Section 2. Transfers (Fire Fighter Series)

- a. During the term of this agreement, personnel who have been granted transfers or will be granted transfers in accordance with the transfer procedures shall not be held in their previous assignment and shall be allowed to consummate such transfers at the end of a period not to exceed 6 months, except that by mutual agreement of the parties this time period shall be extended.

- b. All personnel promoted shall be required to remain in their assignment for one (1) year and shall have transfer rights thereafter.

Section 3 Dispatcher and Fire Prevention Engineering Assistant Series

a. Work Week

For the purpose of work schedules, the normal work week shall be five consecutive eight hour days. Each eight-hour shift shall include, exclusive of at least a thirty minute lunch period, two 15 minute rest periods, one scheduled during each half of the assigned shift. During rest periods, employees shall be relieved of all duties and may leave their immediate work locations but must remain within the general area as prescribed by Management.

b. Work Shifts

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies, employees' work schedules shall not

be changed without written notice to the employee at least five working days prior to the date the change is to be effective.

c. Alternative Work Schedules

Upon the request of Local 1014 or Management, the parties agree to meet to discuss alternative work schedules, e.g., 4/40, 9/80, staggered work hours, etc., during the term of the MOU.

d. Transfers (Fire Dispatcher Series

Transfer requests will be considered on an annual basis for personnel in the Fire Dispatcher Series.

Section 4. Management Rights

It is understood by the parties that Management retains all of its rights to administer and implement the work rules described in this Article.

Section 5. Emergencies

Nothing contained in this Article shall be construed as a change in Management's existing obligation and rights to take appropriate and necessary actions in the fulfillment of the Department's emergency functions.

Section 6. Administrative Site Decor

It is also understood that Management has the exclusive right to establish and enforce policies with respect to decor at all fire station offices, and business areas of all other facilities, including the display of photographs, pictures, posters and other materials in the interest of promoting efficiency and public confidence in the services provided by the Department.

ARTICLE 16 DISCIPLINARY ACTION

Section 1. Notice

The department shall notify the Union of all intended and final action regarding disciplinary matters affecting persons covered by this bargaining Unit.

Section 2. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 17 GRIEVANCE PROCEDURESection 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances.

Section 2. Definitions

A grievance is any complaint concerning the interpretation or application of this memorandum or rules or regulations governing personnel practices or of Departmental rules or regulations or Manual of Operations or concerning working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor. "Business Days" mean calendar days exclusive of Saturdays, Sundays and legal holidays.

Section 3. General Provisions

1. Departmental management will inform an employee of any limitation of the department's authority to fully resolve the grievance; and supply the employee with the necessary information to process his/her grievance to the proper agency or authority.
2. If an employee fails to initiate a grievance or to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance

shall be considered settled and not subject to further appeal. By mutual agreement of both parties, the various steps and time limits set forth in this grievance procedure may be waived or the grievance may revert to a prior level for reconsideration.

3. An employee may present his/her grievance on County time, but the use of County time for this purpose shall not be excessive, nor shall this privilege be abused in any manner. The Department shall determine what constitutes abuse, but such determinations shall be grievable and subject to review under this grievance procedure.
4. If the aggrieved employee wishes, he/she may be assisted at the first step of the formal grievance procedure or any subsequent step by an authorized representative of Local 1014. The representative of Local 1014 must have his/her name on file and be accepted in accordance with the Employee Relations Ordinance of the County of Los Angeles or other such applicable employee Relations law.
5. If an employee grievance involves disciplinary action resulting in discharge, reduction or suspension, the aggrieved employee may waive all preliminary steps in the formal grievance procedure and proceed directly to the final step of the grievance procedure.

The aggrieved employee shall submit the grievance procedure form within ten (10) business days from the date of implementation of disciplinary action. If he/she does not appeal the discharge, reduction or suspension, the disciplinary action taken shall be deemed accepted by the employee. The grievance form shall contain the employee's objections to the disciplinary action and the employee's suggestion as to what he/she considers appropriate corrective action.

In those cases where proper written notice of a contemplated discharge, reduction or suspension is served on and discussed with the employee, the grievance procedure shall be considered completed.

6. If the grievance does not involve a discharge, reduction or suspension, but the aggrieved employee definitely believes that his/her grievance cannot be resolved at any grievance step except by the Fire Chief or his designated representative, he/she may, with the concurrence of the concerned supervisors and managers, waive all the intervening steps.
7. To waive the grievance steps, the aggrieved employee must obtain the signature of all levels of supervisors and managers in the signature spaces on the grievance form. In the alternative, if time precludes the previous step, the employee's Deputy Fire Chief may consent to the waiver of any or all steps up to, and including, Deputy Fire Chief, and so note on the grievance form. The aggrieved employee shall also

write the word "waived" and sign his/her name in the decision section for both steps and forward the form to the Fire Chief or his designated representative.

8. The grievance form shall be prepared by the employee for the formal grievance process. The Union agrees to encourage an employee who files a formal written grievance to state clearly and concisely the specific action(s) being grieved, the Article(s) violated and the specific remedy requested. The original shall be presented by the employee at the various grievance steps and returned to the employee with the written response. A copy of the original form shall be sent to the Employee Relations Office. A second copy of the original should be retained as the Bureau's record of the grievance discussions. Copies reflecting the outcome of the final step shall be sent to the Personnel Officer and the Bureau's files.

Section 4. Informal Procedures

Most problems or complaints can be settled if the employee will promptly, informally and amicably discuss them with his/her immediate supervisor. This desired initial discussion, a part of the day-to-day supervision, should ideally precede any use of the formal grievance procedure.

Within fifteen (15) business days from the occurrence of the matter on which a complaint is based, or within fifteen (15) business days from his/her knowledge of such occurrence, an employee shall either discuss the complaint with his/her immediate supervisor or file a formal grievance.

If the immediate supervisor either fails to reply within five (5) business days or gives an answer which the employee feels is not satisfactory, the employee may initiate the first step of the formal grievance procedure.

Section 5. Formal Procedure

First Step (Immediate Supervisor)

If the problem has not been resolved within ten (10) business days of the date of the initial discussion with the immediate supervisor (or fifteen (15) business days from the occurrence or knowledge of the occurrence of a grievable matter if informal discussion has not occurred), the employee shall file a formal written grievance with his/her immediate supervisor. The grievance form shall be completed by the employee describing the problem and the remedy he/she believes is merited.

The immediate supervisor shall promptly notify the Employee Relations Office. The supervisor shall consider available pertinent information and give his/her decision in writing (on the original grievance form) to the employee within ten (10) business days. The supervisor shall include the reasons for his/her decision and forward a complete copy of the grievance form to the Personnel Officer, Personnel Section.

If, upon receipt of the decision, the employee takes no further action within ten (10) business days, the grievance will be assumed to have been settled.

If the supervisor has not answered the employee's complaint within ten (10) business days, or if the answer is unsatisfactory in the employee's opinion, the employee may appeal to the next level.

Intermediate Steps

All intermediate steps shall follow the same procedures as described in the First Step until the grievance has passed through all levels of supervision and management with the exception of the Fire Chief or his designated representative, which shall be the Final Step of this grievance procedure.

The Fire Chief or his designated representative shall meet with the employee at the earliest possible date, evaluate the grievance and afterward determine a course of action. Supervisors of all levels who have previously dealt with the grievance may be called by the Fire Chief or his designated representative to appear at the grievance meeting. Within ten (10) business days from his receipt of the grievance, the Fire Chief or his designated representative shall give a written decision to the employee using the original copy of the grievance.

Section 6. Arbitration

1. Within ten (10) business days from the receipt of the written decision of the department head or his/her designated representative, an employee, only if he/she is represented by the Union, may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding and which are brought by an employee who was represented by the Union may be submitted to arbitration. In no event shall such arbitration extend to:
 - a. The interpretation, application, merits or legality of any State or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such State or local law in order to resolve the grievance which has been submitted to the arbitrator; nor
 - b. The interpretation, application, merits or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by the Civil Service Commission, including but not limited to discharges, reductions, suspensions, and similar matters within the jurisdiction of said Civil Service Commission; nor
 - c. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Administrative Office or any other County Department Agency or Commission unless the arbitrator, in his/her

discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator; nor

- d. Any subject matter relating to County-sponsored employee group insurance plans that could impose on the carrier, the provider or the County an obligation which would be in conflict with the applicable law and/or contracts or service agreements between the County and the carrier or provider.
 - e. Notwithstanding anything above, the County will not issue suspensions of five (5) days or less nor issue a performance evaluation rating below competent without just cause. Further, only those grievances on competent or better performance evaluations which meet the guidelines set forth at the Employee Relations Commission meeting on December 19, 1986, shall be subject to arbitration.
3. In the event the Union desires to request a grievance which meets the requirements or Paragraph 2 hereof be submitted to arbitration, it shall, within the time requirements set forth above, send a written request for arbitration to Employee Relations Branch of the Chief Administrative Office which request shall:
- a. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration;

- b. The parties shall select an arbitrator by mutual agreement and recommend to the Employee Relations Commission that the individual be appointed for the purpose of conducting the arbitration proceeding. In the event the parties cannot agree on a choice within thirty (30) working days from date of receipt of the request of arbitration, the parties shall request that the Employee Relations Commission provide them with a panel of five arbitrators. Upon receipt of the names from the Employee Relations Commission, the parties shall alternately strike one name each from the panel and the last name left will be appointed as the arbitrator in the case by the Employee Relations Commission;
 - c. Arbitration procedures conducted under the authority of this Section shall be held at an appropriate location in the County Hall of Administration, except when another location is mutually agreed upon by the parties to the case.
- 4. Arbitration of grievances hereunder will be limited to the formal grievances as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and

agreed that all other expenses including but not limited to fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration will be the responsibility of the individual party involved.

5. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
6. The decision of an arbitrator resulting from any arbitration of grievance hereunder shall not add to, subtract from or otherwise modify the terms and conditions of this Memorandum of Understanding.
7. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If, within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union

may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

8. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Affirmative Action

Implementation

Term

Renegotiation

Provisions of Law

ARTICLE 18 GRIEVANCES-GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between Los Angeles County Fire Fighters Local 1014 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the Unit may be effectively resolved, the following procedures are agreed upon.

- A. Where Los Angeles County Fire Fighters Local 1014 has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, Los Angeles County Fire Fighters Local 1014 may request in writing, within fifteen (15) business days from the occurrence or knowledge of the matter in dispute, that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matters. Such written request shall set forth the proposed resolution sought.

Within five (5) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and the event the matter is not satisfactorily resolved, the Los Angeles County Fire Fighters Local 1014 shall have the right to meet with the principal representative(s) of the County

who have authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean its Chief Administrative Officer or his authorized representative, and any other County department head or his authorized representative who has authority to resolve the matter.

- C. Within (10) business days after the meeting provided in (B) above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 2 of Article 17 the disagreement may be submitted to arbitration in accordance with the provisions of Section 6 of Article 17 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 17 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the Unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees and otherwise processed through the grievance procedures set forth in Article 17 hereof.

ARTICLE 19 EMPLOYEE PAYCHECK ERRORSSection 1. Underpayments

Management will rectify a \$100 or more underpayment on the employee's payroll warrants within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall promptly forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee to the Auditor-Controller's designate, Management will establish a reasonable method of repayment.

ARTICLE 20 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment. The parties recognize the Board of Supervisors' authority to take legislative action necessary to meet their fiscal responsibility.

ARTICLE 21 EMPLOYEE RIGHTS IN THE EVENT OF TRANSFER OF
FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation unit or the law provides for the transfer of functions now being performed by employees in this unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a department's Request for Proposal is approved by the Chief Administrative Officer, the Labor Relations Office will arrange to meet with representatives of the Union to advise them of this action within five (5) days. When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of functions from one department to another or to another agency, management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services. It is understood and agreed that Management shall have no obligation to negotiate the decision of any reorganization by the County during the life of this agreement. Management acknowledges an obligation to negotiate the impact on wages, hours and working conditions of the employees in this bargaining unit insofar as such subjects are not set forth in Memoranda of Understanding or Civil Service Rules.

ARTICLE 22 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding, neither Los Angeles County Fire Fighters Local 1014, nor Management, nor their authorized representatives will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 23 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

- A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

- B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any matter covered herein or with respect to any other matters within the scope of negotiations, during the term of this Memorandum of Understanding.

- C. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto, and, if required, approved and implemented by County's Board of Supervisors.

- D. However, nothing contained in this Article shall be construed as giving the County, nor the Fire Department, the right to institute unilateral changes in existing wages, hours, or other terms and conditions of employment during the term of this Memorandum of Agreement.

- E. The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 24 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Administrative Officer or his duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, California 90012; Telephone: 974-2404), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. The Fire Fighters' principal authorized agent shall be the President or his duly authorized representative (Address: 3460 Fletcher Avenue, El Monte, California, 91731; telephone: (310) 639-1014).

ARTICLE 25 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws and regulations, the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State or local law or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations and the remainder of this Memorandum of Understanding shall not be affected thereby.

APPENDIX A

WELLNESS/FITNESS FOR LIFE PROGRAM

Objective: To enhance individual fitness, wellness, and aerobic capacity for Life!

The goal of this comprehensive Wellness/Fitness for Life Program is to improve the quality of life of all safety personnel. The Program seeks to demonstrate the value of investing wellness resources over time to maintain fit, healthy, and capable fire safety personnel throughout their career. An effective program should realize significant cost savings in lost work time, workers' compensation, and disability. In addition, through data collection analysis, the County will measure the effectiveness of the Program.

Requirements to qualify for bonus.

- Take Full Medical Exam Each Year.
- Complete Wellness/Fitness Continuing Education: 12-hours/year.
- Meet Target Numbers by Year 3 of the Program.
 - Note: During year one and two, participation in medical exam and CE mandatory to achieve bonus. Year three successful participants must complete medical exam, CE, and meet targets for strength and Max VO2 to retain bonus. Effective 7/1/07, continuation of the bonus is contingent upon successful completion of the annual Wellness/Fitness for Life Program as provided for above. The bonus will remain in effect through the term of the contract (12/31/14). Continuation of the bonus is contingent on evaluation and effectiveness of the Program.

Annual Medical Exam (off duty)

- Stress EKG Treadmill/Aerobic Measurement
- Blood, Lab Work, Chest X-ray.
- Strength and Flexibility Management.

Wellness/Fitness Continuing Education

- Twelve (12) hours of on-line education per year.
- Interactive with dietary tips and tasks after each chapter.
- Curriculum developed by experts on nutrition, diet, and fitness with change each year.

Max VO2:

- Target: All participants achieve Max VO2 of 40 by year three or lose bonus.
- Once Max VO2 of 40 is reached, must be maintained each year.

Strength Testing:

- Push-Ups: (Target)—24 within 60 seconds
- Crunches: (Target)—35 within 60 seconds

Ongoing evaluation of this program will be conducted by CAO/Risk Management/OHP, and will track in the aggregate, participation levels, physiological and biochemical parameters as set forth in an operational letter of agreement dated January 1, 2007. Nothing in the operational agreement will impact the Wellness/Fitness for Life bonus set forth in Article 9, Section 13.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

LOS ANGELES COUNTY
FIRE FIGHTERS
LOCAL 1014

By 
President, Fire Fighters Local 1014

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By 
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
SUPERVISORY FIRE FIGHTERS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 25th day of
June, 2013,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management") of the
County of Los Angeles (hereinafter referred to as
"County"), and the County Forester and Fire
Warden

AND

LOS ANGELES COUNTY FIRE FIGHTERS,
LOCAL 1014, IAFF, AFL-CIO

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ARTICLE 1 RECOGNITIONSection 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Los Angeles County Fire Fighters Local 1014 was certified on August 21, 1969, by County's Employee Relations Commission (Employee Relations Commission File No. R-10-69) as the majority representative of County employees in the Fire Fighters Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission.

Management hereby recognizes Los Angeles County Fire Fighters Local 1014 as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications comprising said Unit as listed in Article 9, Salaries.

Section 2.

Management agrees to recognize Los Angeles County Fire Fighters Local 1014 as the exclusive representative of the employees in said Unit when County rules, regulations, or laws are amended and Local 1014 has shown it has met the requirements of any such new rules.

ARTICLE 2 AFFIRMATIVE ACTION

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, political or religious opinions or affiliations.

Management of the Department of Forester & Fire Warden agrees to consult with designated representatives of the Union regarding departmental affirmative action programs. Further, the parties agree that consultation shall take place prior to the implementation of such programs.

ARTICLE 3 DRUG TESTING

Effective July 1, 1991, Fire Fighters serving their first probationary period may be randomly selected for drug testing a maximum of four (4) times during such probationary period.

Management may require employees in the Unit to be tested for drugs based on a reasonable suspicion of impairment on the job.

Testing protocol, the drugs for which testing will be conducted and the cutoff levels for a positive drug test shall be that agreed to between the County and Coalition of County Unions.

It is understood that a positive drug test may result in disciplinary action, including discharge.

Drug testing, as used in this Article, includes alcohol.

ARTICLE 4 MUTUAL COOPERATION

The parties recognize the necessity of cooperating on matters of mutual concern and interest and agree to work together to maximize the effectiveness of the Fire Department and the County and to accomplish legislative and funding goals in their mutual interest.

ARTICLE 5 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors.

It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions of Articles; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 6 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 5, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m., on January 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 Midnight on December 31, 2014.

ARTICLE 7 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 8 RENEGOTIATIONSection 1. Calendar for Negotiations

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from July 1, 2014, through August 1, 2014, its written request to commence negotiations as well as its full and entire written proposal for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposal, negotiations shall begin thirty (30) days after such receipt or September 1, 2014, whichever is later. An impasse concerning the items under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by October 31, 2014, unless the parties mutually agree to continue negotiations.

ARTICLE 9 SALARIES

Section 1. Recommended Salary Adjustment

The parties agree jointly to recommend to County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit on the effective dates indicated.

The parties agree that the recommended salaries set forth herein were negotiated in good faith, and that said salaries were jointly determined independently of race, gender, age or national origin.

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
0331	DEPUTY FORESTER	CURRENT	NR	93J	5320.00	7776.73
		07/01/2013	NR	94F	5425.82	7931.73
		07/01/2014	NR	95C	5533.45	8089.18
		01/01/2015	NR	95L	5643.27	8249.91
0205	FIRE CAPTAIN(56 HOURS)	CURRENT	N3W	102C	7457.09	8774.64
		07/01/2013	N3W	102L	7605.45	8949.18
		07/01/2014	N3W	103H	7757.64	9128.18
		01/01/2015	N3W	104E	7912.18	9310.00
0213	SENIOR PILOT,FIRE SERVICES	CURRENT	NW	107J	7776.73	10199.00
		07/01/2013	NW	108F	7931.73	10402.64
		07/01/2014	NW	109C	8089.18	10609.73
		01/01/2015	NW	109L	8249.91	10820.64
0236	SUPVG FIRE FIGHTING CONST EQP OPER	CURRENT	NW	102C	6690.27	8774.64
		07/01/2013	NW	102L	6823.36	8949.18
		07/01/2014	NW	103H	6959.64	9128.18
		01/01/2015	NW	104E	7098.18	9310.00

Employees covered by this agreement shall receive by separate payroll warrant a one-time only, lump sum payment of two thousand five hundred dollars (\$2,500) effective March 1, 2005.

Section 2. Step Advances

- a. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.
- b. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his/her department in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his/her step advance anniversary date.

- c. Grievances arising out of this section shall be processed as follows:
 - (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources.

If the Director of Personnel fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his/her step anniversary date.

- (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his/her step advance anniversary date.
 - (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.
- d. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may

submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 3. Additional Compensation-Emergency Medical Technician 1

Certification

Effective April 1, 2005, Unit Members in the classifications listed below shall receive a bonus of 44 standard salary levels:

Fire Captain

Senior Pilot, Fire Services

Supervising Fire Fighting Construction Equipment Operator

Deputy Forester

This bonus shall be considered as wages for all purposes.

Section 4. Step Acceleration

a. Effective July 1, 2006, newly hired/promoted employees in the classification of Deputy Forester shall receive annual step advances as provided for in Section 2 of this article.

b. Fire Dispatchers

Full-time employees in the classification of Supervising Fire Dispatcher shall advance to the second step of the range of that class upon completion of six months of continuous service in said class.

Section 5. Paramedic Bonus Pay Provision

- a. Employees in the classification of Fire Captain who are regularly assigned to a post paramedic position and maintain certification shall receive six (6) standard salary schedules per month and a lump sum of \$400 upon each recertification.

- b. Notwithstanding subsection (a) above, employees in the classification of Fire Captain who on June 30, 1991 are entitled to a paramedic bonus under the provisions of the 1988/90 MOU and meet the eligibility requirements for the bonus during the term of this MOU shall continue to receive such bonus.

- c. Employees assigned to a non-post paramedic position prior to July 1, 1988, shall continue to receive the \$100.00 per month non-post paramedic bonus, provided certification is maintained. Employees assigned to a non-post position on or after July 1, 1988, shall receive a lump sum bonus of \$400.00 upon each recertification. In no event shall an employee receive both the non-post bonus and the lump sum recertification bonus.

Section 6. Dispatcher Bonus

Effective November 1, 1991, employees in the Fire Dispatcher Series who have been certified as an Emergency Medical Dispatcher (E.M.D.), or who have completed E.M.D. Training, shall receive a one-time-only lump sum bonus of \$250.00. Employees who are certified or complete the training thereafter shall receive the one-time-only lump sum bonus upon certification.

The three Fire Captains who are assigned to the Dispatch Section on January 1, 1997, shall continue to receive the one schedule Dispatcher bonus until the expiration of this agreement or until the training assignment to Dispatch Section terminates, whichever occurs first. Fire Captains whose assignments to Dispatch commences after January 1, 1997, are ineligible for this bonus.

Section 7. Shift Differential

Employees in the Fire Dispatcher Series who work a shift at least five-eighths of which falls between 4:00 p.m. and 11:00 p.m. or between 9:00 p.m. and 8:00 a.m. shall receive a differential of \$.45 cents per hour for all hours worked on that shift. Effective July 1, 1991, said differential shall be .50 cents per hour for all hours worked on the aforementioned shift.

Such payment shall be made between February 1, 1998, and February 28, 1998, by separate payroll warrant.

Section 8 Safety Personnel Bonuses

Persons assigned to a designated post position, or to the Fire Hazardous Materials Task Force Coordinator position and certified as required by the Department in the following:

Air Operations
Fire Hazardous Materials Task Force
Fire Hazardous Materials Task Force Coordinator
Urban Search and Rescue

shall receive a bonus of twenty (20) standard salary levels. These bonuses shall be considered as wages for all purposes.

Section 9. Shooting Bonus

The Fire Captain assigned as an arson investigator shall receive shooting bonus as follows:

- | | |
|--------------------------|------------------------|
| a.) Marksman | \$2.00 per pay period |
| b.) Sharpshooter | \$4.00 per pay period |
| c.) Expert | \$8.00 per pay period |
| d.) Distinguished Expert | \$16.00 per pay period |

Section 10 Wellness/Fitness for Life Bonus

Effective 7/1/06, all permanent safety employees in the bargaining unit shall receive a bonus of twelve (12) standard salary levels.

Effective 7/1/07, continuation of the bonus is contingent upon successful completion of the annual Wellness/Fitness for Life Program as provided for in Appendix A. The bonus will remain in effect through the term of the contract (12/31/ 14). Continuation of the bonus is contingent on evaluation and effectiveness of the Program.

ARTICLE 10 OVERTIME

Section 1. Employees Covered Under 207 (k)

a. 207 (k) Partial Exemption

The Forester and Fire Warden shall adopt and implement a 207 (k) partial exemption under the Fair Labor Standards Act (hereinafter FLSA) for employees in the Fire Fighter, Pilot and Firefighting Construction Equipment Operator Series. Such employees shall be treated as if covered by FLSA without prejudice to the parties' position regarding exemptions which may be legally available under the FLSA for certain classes in the Unit.

b. Work Period

The work period for employees regularly assigned to a platoon schedule shall be eight (8) shifts in 24 consecutive days. Each shift shall be 24 hours, (from 8:00 a.m. to 8:00 a.m. the following day).

The work period for employees regularly assigned to a 40-hour schedule who are covered by the 207 (k) partial exemptions shall be 28 consecutive days.

c. Definition of Hours Worked

All benefit time, such as holidays, sick leave, vacation, etc., shall be counted as hours worked for overtime purposes. Benefit time is compensated leave time for which an employee does not actually work.

d. Regular Rate of Pay and Hourly Rate of Pay For a Platoon Shift

Effective July 1, 1991, an employee's regular rate of pay for overtime purposes shall include base pay plus all non-discretionary bonuses, e.g. longevity, EMT, post and non-post paramedic, etc.

The regular hourly rate of pay for an employee assigned to platoon duty shall be derived by dividing his/her monthly base pay plus all non-discretionary bonuses by 243.6.

e. Overtime Compensation

(1) Platoon Personnel

(a) Employees regularly assigned to a platoon schedule shall be compensated at the rate of time and one-half their regular rate of pay for all hours worked in their regular classification and position (i.e. a position which does not involve a different type of work for which different straight-time rates have been established) on a platoon schedule in excess of 182 hours in a 24 consecutive day period.

(b) If an employee regularly assigned to a platoon schedule, in a single work period, works one or more overtime shifts in his/her regular classification, but in a position(s) with a different type of work for which different straight-time rates have been established, the first 10 hours of overtime (between 182 and 192) shall be compensated in accordance with subparagraph (a) above, and the remaining overtime hours, in excess of

192, shall be compensated by the weighted average method provided under FLSA. That is, the straight-time compensation from the employee's regular scheduled hours of work and from overtime shift(s), if any, in his regular position is added to the straight-time compensation from overtime shift(s) in the different position and the total straight-time compensation is divided by the total number of hours worked. The result is the weighted average hourly rate. The straight-time compensation for the employee's regular scheduled hours of work and overtime shift(s) in his regular position will be based upon the employee's regular rate of pay, as set forth in Section 1, subsection d. above. The straight-time compensation for the overtime shifts in the different position will be based on the established regular rate for the position, including EMT bonus, any bonuses applicable to the position, and longevity bonus, if applicable to the employee. The half-time overtime premium for the extra shifts is derived by multiplying the total number of hours worked in excess of 192 by one-half the weighted average hourly rate.

- (c) If an employee regularly assigned to a platoon schedule in a single work period works down, i.e. works an overtime shift in a lower job classification, overtime for the work-down shift(s) shall be calculated by the rate-in-effect method provided under FLSA. That is, the employee shall be paid time and one-half of the top step, EMT rate of pay (including any bonuses applicable to the position) of the

position(s) worked. Overtime worked by the employee in his regular classification will be compensated in accordance with subparagraph (a) above.

(2) 40-Hour Personnel

(a) Hours worked in regular classification and position on a 40-hour schedule

Employees regularly assigned to a 40-hour schedule shall be compensated at the rate of time and one-half their regular rate of pay for all hours worked in their regular classification on a 40-hour schedule in excess of 160 hours in a 28 consecutive day period.

Employees assigned to a 40-hour work schedule may elect to receive compensatory time off at the straight time rate in lieu of pay for work performed in excess of 160 hours but less than 212 hours on a 40-hour schedule. An employee who elects compensatory time off for such hours worked may take such time off subject to the approval of departmental Management. In approving compensatory time off Management will accommodate employee convenience to the degree possible in light of operational requirements.

Accumulated compensatory time off shall remain to the employee's credit until it is taken off at the employee's request, subject to the approval of Management. The Fire Chief may compensate an

employee at the employee's straight time rate of pay for accumulated compensatory time off in lieu of retaining it on the books.

(b) Hours worked on a platoon shift(s) in addition to regular 40-hour schedule

If an employee on a 40-hour schedule works a platoon shift(s) in a work period, the employee shall be compensated at the rate of time and one-half the regular rate of pay (including EMT bonus, any bonuses applicable to the position and longevity bonus, if applicable to the employee) of the position worked for all hours worked on the platoon shift(s) pursuant to Section 1, subsection d. above.

f. Henninger Flats Duty

The provisions of this Article shall not apply to Forestry personnel assigned to extra service as a watchperson at Henninger Flats. Such duty shall be compensated pursuant to County Code Section 6.76.020 (D).

Section 2. Employees Not Covered Under 207 (k)

The parties agree that employees in the Unit who are not covered by the 207 (k) partial exemption will be paid for all hours worked in excess of 40 in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. ' 201. et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.

Notwithstanding the above, all benefit time such as holidays, sick leave, vacation, etc., for employees in the Forestry Series shall count as hours worked for overtime purposes.

The Department will pay employees for any overtime worked at a rate of time and one-half (1 1/2) his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

Effective July 1, 1994, with Management approval, employees in the classifications of HMS I, II, or III may elect to receive compensatory time off (CTO) in lieu of pay, at a rate of one and one-half (1 1/2) hours for each hour worked in excess of forty in one week. CTO may be accrued to the maximums provided by FLSA. CTO in excess of these maximums shall be compensated as provided by FLSA. Employees may use CTO, as it is credited, with supervisory approval. Employees may elect to receive CTO in lieu of pay, at the straight time rate for all non-FLSA overtime worked.

Section 3. Saving Clause

If the Federal Fair Labor Standards Act (FLSA) becomes inapplicable to employees in this Unit, in whole or in part, for any reason, during the term of this agreement or before a successor memorandum of understanding is approved by all parties, such employees shall be compensated for overtime work under the overtime provisions of the 1983-85 Memorandum of Understanding for this Unit, effective on the date the FLSA becomes inapplicable, but no sooner than the date a successor MOU is approved by all parties or impasse procedures on a successor MOU are exhausted, whichever is first.

Section 4. Management Authority

It is agreed and understood that nothing herein is intended to limit or restrict the authority of Management to require an employee to perform overtime work, and it is further agreed that overtime will be ordered and worked only when it is determined by Management that overtime is required to meet the Department's public service obligations.

Section 5. Fair Labor Standards Act (FLSA)

Article 25, Provisions of Law, is applicable to the provisions of this Article and the County remains responsible for complying with all provisions of the FLSA legally applicable to the County. In the event that it is finally determined as to Los Angeles County employees by a court of final competent jurisdiction that, notwithstanding the provisions of this Article, the employees governed by this MOU are entitled to additional compensation under the FLSA, the County agrees to pay all employees entitled to such additional compensation the full amount required by law. The County further agrees to indemnify and to hold harmless Los Angeles County Fire Fighters Local 1014, its officers, agents, and representatives from any liability, including interest, attorneys fees, and costs, found as a consequence in any lawsuit against said Union, officers, agents, or employees that is attributable to a finding that additional compensation required under the FLSA is due the members of said bargaining Unit, or to a finding that additional compensation required under the FLSA is due the members of said bargaining Unit, or to a finding that the adoption or implementation of the provisions of this Article have denied employees in the Unit additional compensation required under FLSA.

ARTICLE 11 UNIFORMS

Nothing herein shall be construed to modify in any manner whatsoever the uniform standards in the Fire Department, nor shall anything herein be construed as a waiver of Management's rights to establish, change and modify uniform standards and dress codes.

Bargaining Unit employees included in the safety series are eligible for a uniform replacement and maintenance allowance as provided for below. The Department shall issue to non-safety employees in the Unit a single uniform item to replace each item previously issued but considered substandard under Departmental guidelines. Each replacement shirt/blouse, trouser/skirt, jacket and pair of boots will require a purchase authorization approved and signed by Management.

In the event a non-safety employee covered by this Article is unable to obtain a regulation uniform from the Department's vendor(s) of record, each employee shall notify the Department and thirty (30) days following such notice the Department shall issue to the employee a voucher equal to the cost the Department pays its regular vendor for the same item(s).

The employee will be responsible for ensuring that uniforms purchased with such vouchers meet specifications including proper identification as determined by the Department. The Department will not be responsible for improperly purchased uniforms and may disallow their use.

Safety series classifications in this Unit are as follows:

Deputy Forester

Fire Captain

Senior Pilot, Fire Services

Supervising Fire Fighting Construction Equipment Operator

Section 1. Initial Issue of Uniforms Upon Employment

All employees in the bargaining unit shall receive an initial set of uniform items from the Department as provided for in the Fire Department's Manual of Operation.

Section 2. Uniform Replacement and Maintenance Allowance

Safety employees covered by this agreement and employed on November 1, 2013, shall be entitled to a lump sum payment of one thousand dollars (\$1,000) in lieu of the uniform items previously issued and replaced under the 2000-2002 Memorandum of Understanding. Such payment shall be made between December 1, 2005 and December 15, 2013, by separate payroll warrant.

Safety employees covered by this agreement and employed on November 1, 2014, shall be entitled to a lump sum payment of one thousand dollars (\$1,000) in lieu of the uniform items previously issued and replaced under the 2000-2002 Memorandum of Understanding. Such payment shall be made between December 1, 2006, and December 15, 2006, by separate payroll warrant.

This allowance shall not constitute a base rate.

Section 3. Uniform Replacement and Maintenance

Safety employees shall be responsible for the replacement of each uniform item previously issued and considered substandard under the Fire Department's guidelines. All employees shall be responsible for the laundry, care and maintenance of their uniforms.

ARTICLE 12 GENERAL PROVISIONSection 1. Official Publications, Memorandums, Etc.

The Fire Department agrees to include Local 1014 in its regular delivery route and furnish copies of all official publications, memorandums, etc., that are distributed to all administrative sites, and other non-confidential official publications, memorandums, etc., concerning wages, hours, and working conditions affecting employees in the Unit. It is the intent of the parties that Local 1014 shall receive such information in a timely manner and where feasible, at the same time it is disseminated Department-wide.

Section 2. Assignment of Additional Responsibilities

Effective January 1, 1998, any permanent, full-time employee in a non-Safety Class shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities which are assigned or approved by the department Head, and approved by the chief Administrative Officer.

To qualify for this additional compensation, a full-time, permanent employee must either perform all the significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those required of positions typically allocated to the employee=s class. The assignment of additional duties normally performed by incumbents of the employee=s class would not qualify for this additional compensation.

The additional compensation shall begin on the first day the additional responsibilities are performed, and shall end on the day the additional responsibilities are no longer performed. In no event shall an employee receive compensation pursuant to this Section and receive the out of class bonus.

The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 13 EMPLOYEE BENEFITSSection 1. Fringe Benefits

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage, and Retirement between the County of Los Angeles and the Coalition of County Unions, AFL-CIO in effect during the term of this agreement, shall apply to employees in the Unit.

Section 2. Vacation and Holiday Time

The Department will continue the practice of not requiring the safety employees in this Unit to take off vacation or holiday time.

a. Vacation Time

Any 56-hour safety Fire Department employee whose sum of current and deferred vacation is in excess of 720 hours on December 31, 2005, will not be paid off for such time; rather, the time will be kept on the books and remain available for use and be subject to payoff at termination if not used. This time is available for use as time off by the employee at his/her option.

Any 40-hour safety Fire Department employee whose sum of current and deferred vacation is in excess of 480 hours on December 31, 2005, will not be paid off for such time; rather, the time will be kept on the books and remain available for use and be subject to payoff at termination if not used. This time is available for use as time off by the employee at his/her option.

Effective December 31, 2005, all 56-hour safety employees will be paid for vacation hours over 480 hours at the end of the calendar year.

Effective December 31, 2005, all 40-hour safety employees will be paid for vacation hours over 320 hours at the end of the calendar year.

County Code Section 6.20.070F.1 does not apply to this subsection.

b. Holiday Time

Any 56-hour safety Fire Department employee who has a holiday balance in excess of 396 hours on December 31, 2005, will not be paid off for such time; rather, the time will be kept on the books and remain available for use and be subject to payoff at termination if not used. This time is available for use by the employee at his/her option.

Any 40-hour safety Fire Department employee who has a holiday balance in excess of 264 hours on December 31, 2005, will not be paid off for such time; rather, the time will be kept on the books and remain available for use and be subject to payoff at termination if not used. This time is available for use by the employee at his/her option.

Effective December 31, 2005, all 56-hour safety employees in this Unit will be paid for all holiday hours over 264 hours at the end of the calendar year.

Effective December 31, 2005, all 40-hour safety employees in this Unit will be paid for all holiday hours over 176 hours at the end of the calendar year.

County Code Section 6.20.070F.1 does not apply to this subsection.

c. Exception to Subsection a. and b.

Any safety employee covered by this agreement who has retired or who retires between January 1, 2005, through December 31, 2007, will be paid for accrued holiday hours within one year prior to retirement, at his/her option, as follows: (1) Up to 132 hours for 56-hour safety employees, or (2) up to 88 hours for 40-hour safety employees. Any safety employees covered by this agreement who have retired or who retire between January 1, 2005 and December 31, 2005, shall have the right to designate an effective date on or after January 1, 2005, for such compensation.

All other safety employees will be subject to the new terms of this agreement.

This subsection c expires on December 31, 2007.

ARTICLE 14 PAYROLL DEDUCTIONS AND DUESSection 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with the County a written authorization requesting that such deduction be made.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Security Clause

Any employee in this Unit who has authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in the Unit may terminate such Union dues during the period of December 15 through December 31, 2005, 2006, and 2007 by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, and job classification from which dues deductions are to be canceled.

Section 3. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 15 DEMEANOR, STAFFING, TRANSFERS, AND WORK SCHEDULESSection 1. General

The parties have had a full and complete opportunity to review and to meet and confer with respect to existing practices, procedures, rules and regulations and Manual of Operation provisions regarding staffing procedures, transfer procedures, and work schedules and hours (hereinafter collectively "work rules"), and have agreed to certain modifications of the work rules. The work rules, as so modified, are incorporated herein by reference. The parties agree that they will comply with such work rules during the term of this agreement.

It is understood and agreed that Management has the exclusive right to determine the methods and means of applying and enforcing the Standards of Behavior contained in the Manual of Operations, subject to the rights afforded employees and Local 1014 under federal, state and County law and the provisions of this agreement.

At the request of either party, the parties will meet promptly to discuss proposed changes to the existing work rules in an attempt to reach mutual agreement. In the absence of mutual agreement on any such changes, the existing work rules will remain in full force and effect.

Section 2. Transfers (Fire Fighter Series)

- a. During the term of this agreement, personnel who have been granted transfers or will be granted transfers in accordance with the transfer procedures shall not be held in

their previous assignment and shall be allowed to consummate such transfers at the end of a period not to exceed 6 months, except that by mutual agreement of the parties this time period shall be extended.

- b. All personnel promoted shall be required to remain in their assignment for one (1) year and shall have transfer rights thereafter.

Section 3. Dispatcher and Fire Prevention Engineering Assistant Series

a. Work Week

For the purpose of work schedules, the normal work week shall be five consecutive eight hour days. Each eight-hour shift shall include, exclusive of at least a thirty minute lunch period, two 15 minute rest periods, one scheduled during each half of the assigned shift. During rest periods, employees shall be relieved of all duties and may leave their immediate work locations but must remain within the general area as prescribed by Management.

b. Work Shifts

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies, employees' work schedules shall not be changed without written notice to the employee at least five working days prior to the date the change is to be effective.

c. Alternative Work Schedules

Upon the request of Local 1014 or Management, the parties agree to meet to discuss alternative work schedules, e.g., 4/40, 9/80, staggered work hours, etc., during the term of the MOU.

d. Transfers (Fire Dispatcher Series)

Transfer requests will be considered on an annual basis for personnel in the Fire Dispatcher Series.

Section 4. Management Rights

It is understood by the parties that Management retains all of its rights to administer and implement the work rules described in this Article.

Section 5. Emergencies

Nothing contained in this Article shall be construed as a change in Management's existing obligation and rights to take appropriate and necessary actions in the fulfillment of the Department's emergency functions.

Section 6. Administrative Site Decor

It is also understood that Management has the exclusive right to establish and enforce policies with respect to decor at all fire station offices, and business areas of all other facilities, including the display of photographs, pictures, posters and other materials in the interest of promoting efficiency and public confidence in the services provided by the Department.

ARTICLE 16 DISCIPLINARY ACTION

Section 1. Notice

The department shall notify the Union of all intended and final action regarding disciplinary matters affecting persons covered by this bargaining Unit.

Section 2. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 17 GRIEVANCE PROCEDURESection 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances.

Section 2. Definitions

A grievance is any complaint concerning the interpretation or application of this memorandum or rules or regulations governing personnel practices or of Departmental rules or regulations or Manual of Operations or concerning working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor. "Business Days" mean calendar days exclusive of Saturdays, Sundays and legal holidays.

Section 3. General Provisions

1. Departmental management will inform an employee of any limitation of the department's authority to fully resolve the grievance; and supply the employee with the necessary information to process his/her grievance to the proper agency or authority.
2. If an employee fails to initiate a grievance or to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled and not subject to further appeal. By mutual agreement of both parties, the various steps and time limits set forth in this grievance

procedure may be waived or the grievance may revert to a prior level for reconsideration.

3. An employee may present his/her grievance on County time, but the use of County time for this purpose shall not be excessive, nor shall this privilege be abused in any manner. The Department shall determine what constitutes abuse, but such determinations shall be grievable and subject to review under this grievance procedure.
4. If the aggrieved employee wishes, he/she may be assisted at the first step of the formal grievance procedure or any subsequent step by an authorized representative of Local 1014. The representative of Local 1014 must have his/her name on file and be accepted in accordance with the Employee Relations Ordinance of the County of Los Angeles or other such applicable employee Relations law.
5. If an employee grievance involves disciplinary action resulting in discharge, reduction or suspension, the aggrieved employee may waive all preliminary steps in the formal grievance procedure and proceed directly to the final step of the grievance procedure.

The aggrieved employee shall submit the grievance procedure form within ten (10) business days from the date of implementation of disciplinary action. If he/she does not appeal the discharge, reduction or suspension, the disciplinary action taken

shall be deemed accepted by the employee. The grievance form shall contain the employee's objections to the disciplinary action and the employee's suggestion as to what he/she considers appropriate corrective action.

In those cases where proper written notice of a contemplated discharge, reduction or suspension is served on and discussed with the employee, the grievance procedure shall be considered completed.

6. If the grievance does not involve a discharge, reduction or suspension, but the aggrieved employee definitely believes that his/her grievance cannot be resolved at any grievance step except by the Fire Chief or his designated representative, he/she may, with the concurrence of the concerned supervisors and managers, waive all the intervening steps.
7. To waive the grievance steps, the aggrieved employee must obtain the signature of all levels of supervisors and managers in the signature spaces on the grievance form. In the alternative, if time precludes the previous step, the employee's Deputy Fire Chief may consent to the waiver of any or all steps up to, and including, Deputy Fire Chief, and so note on the grievance form. The aggrieved employee shall also write the word "waived" and sign his/her name in the decision section for both steps and forward the form to the Fire Chief or his designated representative.

8. The grievance form shall be prepared by the employee for the formal grievance process. The Union agrees to encourage an employee who files a formal written grievance to state clearly and concisely the specific action(s) being grieved, the Article(s) violated and the specific remedy requested. The original shall be presented by the employee at the various grievance steps and returned to the employee with the written response. A copy of the original form shall be sent to the Employee Relations Office. A second copy of the original should be retained as the Bureau's record of the grievance discussions. Copies reflecting the outcome of the final step shall be sent to the Personnel Officer and the Bureau's files.

Section 4. Informal Procedures

Most problems or complaints can be settled if the employee will promptly, informally and amicably discuss them with his/her immediate supervisor. This desired initial discussion, a part of the day-to-day supervision, should ideally precede any use of the formal grievance procedure.

Within fifteen (15) business days from the occurrence of the matter on which a complaint is based, or within fifteen (15) business days from his/her knowledge of such occurrence, an employee shall either discuss the complaint with his/her immediate supervisor or file a formal grievance.

If the immediate supervisor either fails to reply within five (5) business days or gives an answer which the employee feels is not satisfactory, the employee may initiate the first step of the formal grievance procedure.

Section 5. Formal Procedure

First Step (Immediate Supervisor)

If the problem has not been resolved within ten (10) business days of the date of the initial discussion with the immediate supervisor (or fifteen (15) business days from the occurrence or knowledge of the occurrence of a grievable matter if informal discussion has not occurred), the employee shall file a formal written grievance with his/her immediate supervisor. The grievance form shall be completed by the employee describing the problem and the remedy he/she believes is merited.

The immediate supervisor shall promptly notify the Employee Relations Office. The supervisor shall consider available pertinent information and give his/her decision in writing (on the original grievance form) to the employee within ten (10) business days. The supervisor shall include the reasons for his/her decision and forward a complete copy of the grievance form to the Personnel Officer, Personnel Section.

If, upon receipt of the decision, the employee takes no further action within ten (10) business days, the grievance will be assumed to have been settled.

If the supervisor has not answered the employee's complaint within ten (10) business days, or if the answer is unsatisfactory in the employee's opinion, the employee may appeal to the next level.

Intermediate Steps All intermediate steps shall follow the same procedures as described in the First Step until the grievance has passed through all levels of supervision and management with the exception of the Fire Chief or his designated representative, which shall be the Final Step of this grievance procedure.

The Fire Chief or his designated representative shall meet with the employee at the earliest possible date, evaluate the grievance and afterward determine a course of action. Supervisors of all levels who have previously dealt with the grievance may be called by the Fire Chief or his designated representative to appear at the grievance meeting. Within ten (10) business days from his receipt of the grievance, the Fire Chief or his designated representative shall give a written decision to the employee using the original copy of the grievance.

Section 6. Arbitration

1. Within ten (10) business days from the receipt of the written decision of the department head or his/her designated representative, an employee, only if he/she is represented by the Union, may request that the grievance be submitted to arbitration as provided for hereinafter.
2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding and which are brought by an employee who was represented by the Union may be submitted to arbitration. In no event shall such arbitration extend to:

- a. The interpretation, application, merits or legality of any State or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such State or local law in order to resolve the grievance which has been submitted to the arbitrator; nor
- b. The interpretation, application, merits or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by the Civil Service Commission, including but not limited to discharges, reductions, suspensions, and similar matters within the jurisdiction of said Civil Service Commission; nor
- c. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Administrative Office or any other County Department Agency or Commission unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator; nor
- d. Any subject matter relating to County-sponsored employee group insurance plans that could impose on the carrier, the provider or the County an

obligation which would be in conflict with the applicable law and/or contracts or service agreements between the County and the carrier or provider.

- e. Notwithstanding anything above, the County will not issue suspensions of five (5) days or less nor issue a performance evaluation rating below competent without just cause. Further, only those grievances on competent or better performance evaluations which meet the guidelines set forth at the Employee Relations Commission meeting on December 19, 1986, shall be subject to arbitration.
3. In the event the Union desires to request a grievance which meets the requirements or Paragraph 2 hereof be submitted to arbitration, it shall, within the time requirements set forth above, send a written request for arbitration to Employee Relations Branch of the Chief Administrative Office which request shall:
- a. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration;
 - b. The parties shall select an arbitrator by mutual agreement and recommend to the Employee Relations Commission that the individual be appointed for the purpose of conducting the arbitration proceeding. In the event the parties cannot agree on a choice within thirty (30) working days from date of receipt

of the request of arbitration, the parties shall request that the Employee Relations Commission provide them with a panel of five arbitrators. Upon receipt of the names from the Employee Relations Commission, the parties shall alternately strike one name each from the panel and the last name left will be appointed as the arbitrator in the case by the Employee Relations Commission;

- c. Arbitration procedures conducted under the authority of this Section shall be held at an appropriate location in the County Hall of Administration, except when another location is mutually agreed upon by the parties to the case.
4. Arbitration of grievances hereunder will be limited to the formal grievances as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including but not limited to fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration will be the responsibility of the individual party involved.

5. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
6. The decision of an arbitrator resulting from any arbitration of grievance hereunder shall not add to, subtract from or otherwise modify the terms and conditions of this Memorandum of Understanding.
7. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

8. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Affirmative Action

Implementation

Term

Renegotiation

Provisions of Law

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ARTICLE 18 GRIEVANCES-GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between Los Angeles County Fire Fighters Local 1014 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the Unit may be effectively resolved, the following procedures are agreed upon.

- A. Where Los Angeles County Fire Fighters Local 1014 has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, Los Angeles County Fire Fighters Local 1014 may request in writing, within fifteen (15) business days from the occurrence or knowledge of the matter in dispute, that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matters. Such written request shall set forth the proposed resolution sought.

Within five (5) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and the event the matter is not satisfactorily resolved, the Los Angeles County Fire Fighters Local 1014 shall have the right to meet with the principal representative(s) of the County who have authority to resolve the matter. For purposes of this provision, Management's

principal representative(s) shall mean its Chief Administrative Officer or his authorized representative, and any other County department head or his authorized representative who has authority to resolve the matter.

- C. Within (10) business days after the meeting provided in (B) above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 2 of Article 17 the disagreement may be submitted to arbitration in accordance with the provisions of Section 6 of Article 17 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 17 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the Unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees and otherwise processed through the grievance procedures set forth in Article 17 hereof.

ARTICLE 19 EMPLOYEE PAYCHECK ERRORSSection 1. Underpayments

Management will rectify a \$100 or more underpayment on the employee's payroll warrants within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall promptly forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee to the Auditor-Controller's designate, Management will establish a reasonable method of repayment.

ARTICLE 20 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment. The parties recognize the Board of Supervisors' authority to take legislative action necessary to meet their fiscal responsibility.

ARTICLE 21 EMPLOYEE RIGHTS IN THE EVENT OF TRANSFER OF
FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation unit or the law provides for the transfer of functions now being performed by employees in this unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a department's Request for Proposal is approved by the Chief Administrative Officer, the Labor Relations Office will arrange to meet with representatives of the Union to advise them of this action within five (5) days. When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services. It is understood and agreed that Management shall have no obligation to negotiate the decision of any reorganization by the County during the life of this agreement. Management acknowledges an obligation to negotiate the impact on wages, hours and working conditions of the employees in this bargaining unit insofar as such subjects are not set forth in Memoranda of Understanding or Civil Service Rules.

ARTICLE 22 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding, neither Los Angeles County Fire Fighters Local 1014, nor Management, nor their authorized representatives will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 23FULL UNDERSTANDING, MODIFICATIONS, WAIVER

- A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any matter covered herein or with respect to any other matters within the scope of negotiations, during the term of this Memorandum of Understanding.
- C. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto, and, if required, approved and implemented by County's Board of Supervisors.
- D. However, nothing contained in this Article shall be construed as giving the County nor the Fire Department the right to institute unilateral changes in existing wages, hours or other terms and conditions of employment during the term of this Memorandum of Agreement.

- E. The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 24 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Administrative Officer or his duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, California 90012; Telephone: 974-2404), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. The Fire Fighters' principal authorized agent shall be the President or his duly authorized representative (Address: 3460 Fletcher Avenue, El Monte, California 91731; telephone: (310) 639-1014).

ARTICLE 25 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws and regulations, the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State or local law or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations and the remainder of this Memorandum of Understanding shall not be affected thereby.

APPENDIX A
WELLNESS/FITNESS FOR LIFE PROGRAM

Objective: To enhance individual fitness, wellness, and aerobic capacity for Life!

The goal of this comprehensive Wellness/Fitness for Life Program is to improve the quality of life of all safety personnel. The Program seeks to demonstrate the value of investing wellness resources over time to maintain fit, healthy, and capable fire safety personnel throughout their career. An effective program should realize significant cost savings in lost work time, workers' compensation, and disability. In addition, through data collection analysis, the County will measure the effectiveness of the Program.

Requirements to qualify for bonus.

- Take Full Medical Exam Each Year.
- Complete Wellness/Fitness Continuing Education: 12-hours/year.
- Meet Target Numbers by Year 3 of the Program.
 - Note: During year one and two, participation in medical exam and CE mandatory to achieve bonus. Year three successful participants must complete medical exam, CE, and meet targets for strength and Max VO2 to retain bonus. Effective 7/1/07, continuation of the bonus is contingent upon successful completion of the annual Wellness/Fitness for Life Program as provided for above. The bonus will remain in effect through the term of the contract (12/31/14). Continuation of the bonus is contingent on evaluation and effectiveness of the Program.

Annual Medical Exam (off duty)

- Stress EKG Treadmill/Aerobic Measurement
- Blood, Lab Work, Chest X-ray.
- Strength and Flexibility Management.

Wellness/Fitness Continuing Education

- Twelve (12) hours of on-line education per year.
- Interactive with dietary tips and tasks after each chapter.
- Curriculum developed by experts on nutrition, diet, and fitness with change each year.

Max VO2:.

- Target: All participants achieve Max VO2 of 40 by year three or lose bonus.
- Once Max VO2 of 40 is reached, must be maintained each year.


Strength Testing:

- Push-Ups: (Target)—24 within 60 seconds
- Crunches: (Target)—35 within 60 seconds

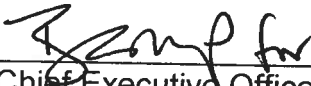
Ongoing evaluation of this program will be conducted by CAO/Risk Management/OHP, and will track in the aggregate, participation levels, physiological and biochemical parameters as set forth in an operational letter of agreement dated January 1, 2007. Nothing in the operational agreement will impact the Wellness/Fitness for Life bonus set forth in Article 9, Section 13.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

LOS ANGELES COUNTY
FIRE FIGHTERS
LOCAL 1014

By 
President, Fire Fighters
Local 1014

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By 
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
REGARDING THE
SUPERVISORY PEACE OFFICERS

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 25th day of
June, 2013,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management) of
the County of Los Angeles (hereinafter
referred to as "County"),

AND

Professional Peace Officers Association
(hereinafter referred to as "PPOA").

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ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation, and understanding between Management and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours, and other terms and conditions of employment of the employees covered hereby, which understanding the parties intend jointly to submit and recommend for approval and implementation to County's Board of Supervisors.

ARTICLE 2 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Professional Peace Officers Association was certified on January 29, 1970, by County's Employee Relations Commission (Employee Relations Commission File No. R-22-69) as the majority representative of County employees in the Supervisory Peace Officers Employee Representation Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes PPOA as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications comprising said Unit as listed in Appendix "A" attached hereto and incorporated herein, as well as such classes as may be added hereafter by the Employee Relations Commission.

ARTICLE 3 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of PPOA and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, political or religious opinions or affiliations.

ARTICLE 4 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions of Articles; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

Notwithstanding the above, the provisions of Article 22, Management Rights, which differ from Section 5 of the Employee Relations Ordinance, shall be implemented only by mutual agreement of the parties.

ARTICLE 5TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 4, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m., on February 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on January 31, 2015.

ARTICLE 6 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, its request to commence negotiations, as well as its initial written proposals for such successor Memorandum of Understanding no later than September 15, 2014.

Negotiations shall begin no later than October 15, 2014. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by November 30, 2014, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

Re-Opener Provision

The parties agree during the period of April 1, 2006 through May 30, 2006 to an economic re-opener on general salary movement, salary structure changes, and operational issues. In the event the parties do not reach an agreement to change any economic or operational provision in this MOU by May 30, 2006, the current provisions of the MOU will remain in effect (status quo) during the term of the agreement. The parties by mutual agreement in writing may extend re-opener negotiations beyond May 30, 2006.

ARTICLE 7 SALARIES

Section 1. Recommended Salary Adjustment

The parties agree jointly to recommend to County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit on the effective dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
-----	-----	-----	---	---	-----	-----
2719	LIEUTENANT	CURRENT	NW	106B	7438.55	9755.36
		07/01/2013	NW	106K	7586.91	9950.27
		07/01/2014	NW	107G	7738.55	10149.00
		01/01/2015	NW	108D	7892.64	10351.18
2894	LIEUTENANT, DA	CURRENT	NW	106B	7438.55	9755.36
		07/01/2013	NW	106K	7586.91	9950.27
		07/01/2014	NW	107G	7738.55	10149.00
		01/01/2015	NW	108D	7892.64	10351.18
2717	SERGEANT	CURRENT	NW	99J	6259.91	8209.73
		07/01/2013	NW	100F	6384.64	8373.18
		07/01/2014	NW	101C	6511.36	8539.55
		01/01/2015	NW	101L	6640.82	8709.73
2891	SUPVG INVESTIGATOR, DA	CURRENT	NW	101J	6608.45	8667.18
		07/01/2013	NW	102F	6740.18	8840.09
		07/01/2014	NW	103C	6874.18	9015.91
		01/01/2015	NW	103L	7010.91	9195.55

Section 2. Step Advances

- A. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The

The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date, and within a period which does not exceed one year prior to that date.

- B. If no performance review is filed as defined in A. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph A. above, the employee may request his/her department in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five (5) days of the employee's request. If said Performance Evaluation is competent or better, the employee shall be granted a step advance effective to his/her step advance anniversary date.

- C. Grievances arising out of this Section shall be processed as follows:
 - 1. Where no Performance Evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten (10) days after the grievance is filed with the Department of Human

Resources, the employee shall be deemed competent and the step advance shall be processed within thirty (30) days effective to his/her step anniversary date.

2. Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within thirty (30) days effective to his/her step advance anniversary date.
 3. Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten (10) days of issuance with the department head or his/her designated representative who shall respond to the grievance within ten (10) days. Appeals from a department head shall be processed in accordance with Civil Service Rules.
- D. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this Section, the parties agree to meet and renegotiate this Section. In the event an agreement cannot be reached through negotiations, it is agreed that

PPOA may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 3. Explosive Detail Bonus

Personnel in this Unit assigned on a permanent, full-time basis to explosive detail duty in the Sheriff's Department shall be entitled to compensation at a rate four (4) schedules higher than that established for their class when they have successfully completed special training.

Section 4. Additional Compensation - POST Certificate Bonus

In no event shall an employee be compensated under this Section for any period of time such employee held a POST Certificate prior to January 1, 1986. The bonuses shall be considered as wages, and, upon promotions, employees shall be placed on a step in the new salary schedule which provides an increase in salary consistent with the provisions of Section 6.08.090 the Los Angeles County Code. Employees who do not qualify for the Basic POST bonus as set forth above, shall remain eligible for the twenty-six (26) standard salary "level" bonus by certifying to the Sheriff every six (6) months following July 1, 1979, that steps are being taken (training or education, not experience) to achieve the Basic POST Certificate.

Employees in this bargaining unit who are appointed to the rank of Sergeant (#2717) or Lieutenant (#2719) on or after January 1, 1999 shall not receive compensation for the Basic POST Certificate. This provision shall also apply to employees in the Office of the District Attorney who are promoted to the class of Lieutenant, DA (Item No. 2894) and Supervising Investigator, DA (Item No. 2891) on or after January 1, 2001.

Section 5. Sergeant Supervisory/Skill Bonus

A Sergeant who is regularly assigned to supervise or work with a Bonus II Deputy shall receive a supervisory/skill bonus of one standard salary schedule (2-3/4 percent), unless the difference in the skill pay between the Sergeant and the relevant Deputy, Bonus II, exceeds that amount.

Specifically, the supervisory/skill bonus shall be applied to all Sergeants assigned to the following units:

Detective Division

Narcotics Bureau, Major Violators;

Commercial Crimes Bureau, Forgery - Fraud Detail;

Commercial Crimes Bureau, Arson - Explosives Detail;

Homicide Bureau.

Technical Services Division

Scientific Services Bureau, Crime Lab - Firearms Identification;

Scientific Services Bureau, Crime Lab - Questioned Documents.

Region III

Special Enforcement Bureau, Emergency Services Detail.

Section 6. Shooting Bonus

The parties agree that the Shooting Bonus shall be as follows:

- | | |
|-------------------------|------------------------|
| a) Marksman | \$2.00 per pay period |
| b) Sharpshooter | \$4.00 per pay period |
| c) Expert | \$8.00 per pay period |
| d) Distinguished Expert | \$16.00 per pay period |

Section 7.

The parties agree that the recommended salaries set forth herein were negotiated in good faith, and were jointly determined independently of race, gender, age or national origin.

Section 8 Motorcycle Skill Pay

Effective August 1, 1992, Sergeants covered by this MOU and assigned full-time duty to the motorcycle patrol unit shall be compensated by a skill pay equivalent to 22 standard

salary levels higher (approximately 5 ½%) than the monthly salary for the classification of Sergeant.

Section 9 Longevity Pay

Upon approval of the Board of Supervisors and implementation this MOU, members of this bargaining unit shall receive Longevity Pay in accordance with the following implementation schedule:

07/01/05	3%	20 years of service
01/01/06	4%	25 years of service
07/01/06	4%	30 years of service

Longevity Pay is cumulative and shall constitute a base rate. Longevity Pay shall be paid for aggregate service as a Deputy Sheriff or District Attorney Investigator in the County of Los Angeles. Agency hire date as a safety employee for mergers and consolidations shall be recognized for purposes of longevity (no lateral law enforcement experience, military buy-back, or general County experiences counts towards qualifying for years of service for longevity pay).

Section 10 Custody Dual Track Career Path

Effective January 1, 2013 the Sheriff's Department shall implement The Dual Track Career Path (Dual Track) Program to enhance continuity, stability and accountability in

the county jail system. The Dual Track shall offer Sergeants (Item 2717) and Lieutenants (Item 2719) the ability to promote and remain in Custody Division without the requirement to be patrol-certified.

Non-patrol certified Sergeants and Lieutenants who choose to remain and promote within the Custody Division under the Dual Track Program shall receive step advances in accordance with Section 2 of the Article, but shall not receive a step advance or otherwise advance to the top step of the salary range unless patrol-certified.

PPOA acknowledges consultation with the Department on the changes to the classifications and promotional examination process of Sergeants and Lieutenants necessary to implement the Dual Track Program.

ARTICLE 8 OVERTIME

Section 1. Compensation for Overtime Worked

- A. Overtime for employees in this Unit in excess of the workweek, as defined by Section 7(a)(2)(c) , shall be compensated by compensatory time on an hour-for-hour basis except as follows:
1. An employee shall accumulate overtime at a straight time rate to fulfill and maintain a corridor of 40 hours. All overtime accumulated over 40 hours, up to and including 160 hours, shall be paid at time and one-half unless the employee elects that such time be accumulated at a straight time rate and so indicates in the manner specified by Management.
 2. Any employee who has credit for an accumulation of 160 hours of unused compensatory time off shall receive paid overtime at the rate of time and one-half his/her base rate for any overtime worked. An accumulated compensatory time off for which an employee has credit as of the effective date of this Article (July 1, 1997 per County Code Section 6.15.090, subsection 6) shall be counted in the 160 hours of compensatory time off specified above. In the event such accumulated overtime credit exceeds the 160 hours, such excess shall remain to the employee's credit.

3. Paid leave time does not count toward establishing overtime eligibility except when an employee uses holiday time, compensatory time off (accumulated overtime) or in the event an employee who uses accrued benefit time during a work week is ordered to work overtime, then the benefit time used shall count as hours worked.

An employee who uses accrued benefit time during a work week and volunteers to work additional hours may at his/her option accumulate said additional hours on a hour-for-hour basis to be used as compensatory time off.

Notwithstanding any other provision of this Section, employees required to attend unit meetings during otherwise off-duty time shall receive as compensation therefor credit for compensatory time not to exceed four hours per quarter. Any additional overtime as a result of such meetings during any quarter shall be compensated as provided in Subsection A.

- B. Notwithstanding any other provision of this Article, the Department Head may order payment of overtime in lieu of permitting accumulation of compensatory time off if the Chief Executive Officer or the Board of Supervisors agree there is a need for such payment.

Section 2. Usage of Compensatory Time Off

- A. Accumulated compensatory time may be taken off by an employee with prior approval of Departmental management.

- B. Accumulated compensatory time off for over 40 hours shall be taken off by an employee when directed by Departmental Management, provided, however, that Management will give an employee at least seven (7) business days' notice prior to the date the directed compensatory time off is to be taken ("business day" means calendar days exclusive of Saturdays, Sundays and legal holidays); however, no employee shall be directed by Departmental Management to take off all or any part of the first 40 hour corridor which may be accumulated in accordance with Section 1.A.1 of this Article.

- C. Compensatory time off shall be first deducted from any available time earned on or before June 30, 1977, and remaining to the employee's credit as of such date. In the event the latter is not applicable, requests for compensatory time off will be deducted from any time earned effective July 1, 1977, and thereafter.

- D. In approving and directing compensatory time off, Management will accommodate employee convenience to the degree possible in light of operational requirements.

Section 3. Ordered Overtime

It is agreed that overtime will be ordered and worked only when required to meet the County's public service obligations.

Section 4. Time of Payment

It is the intent of the parties that overtime worked in one month will be paid in the following month.

Section 5. Saving Clause

The parties agree that due to the delay of the application of the Fair Labor Standards Act to public employees of state and local government until April 15, 1986, the overtime provisions of the 1983-85 MOU shall be applied to employees covered by this agreement instead of the overtime provisions contained in this Article for the period of the delay to April 14, 1986. Provisions of this Article shall be applied on and after April 15, 1986, to employees covered by this agreement and the provisions of the 1983-85 MOU shall cease to apply. If during the term of this agreement the Fair Labor Standards Act is determined not to be applicable to public employees or public agencies through law, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied to employees covered by this agreement and any contrary language shall be deleted subsequent to the effective date of such law, regulation, or court decision.

Notwithstanding the provisions of this Article, in the event that any employee or employees covered by this agreement are determined by statute or any court of competent jurisdiction to be covered by the provisions of the Fair Labor Standards Act (i.e., not "exempt"), such employee or employees may be declared by the County to fall within the provision of Section 7(k) of the Fair Labor Standards Act (42 U.S.C.A. Section 207 (k)), provided that such employees are paid overtime compensation at time and one-half his/her regular hourly rate in accordance with the provisions of the Fair Labor Standards Act with the following exceptions:

1. Paid leave time does not count toward establishing overtime eligibility except when an employee uses holiday time or in the event an employee who uses accrued benefit time during a work week is ordered to work overtime, then the benefit time used shall count as hours worked.
2. Hours worked in excess of forty (40) hours up to forty-three (43) hours in a work week (exclusive of daily fifteen (15) minute briefing period) may be accumulated to be used as compensatory time off on an hour-for-hour basis, or shall be paid at time and one-half his/her regular hourly rate, at the option of the employee.
3. An employee who uses accrued benefit time during a work week and volunteers to work additional hours may at his/her option accumulate said additional hours on an hour-for-hour basis to be used as compensatory time off; and provided that

the work period for such employee or employees shall be seven (7) days under Section 7(k) of the Fair Labor Standards Act.

Section 6. Pay for Unusual Occurrence

Lieutenants shall be paid at time and one-half for all overtime worked when the Sheriff's Department or the County is reimbursed at time and one-half for such overtime.

Section 7.

Notwithstanding any other provisions of this Memorandum of Understanding:

A. Between October 1, 1993 and June 30, 1994 only, all overtime shall be compensated with compensatory time off (CTO) as provided for in subparagraphs (1) - (4), below.

(1) To the extent such time would have qualified for time and one-half pay under other provisions of this MOU (including time and one-half pay at the employee's option), such time shall be compensated with time and one-half CTO, subject only to the maximum accumulation of 480 hours (resulting from 320 hours of work) for employees covered by this MOU.

(2) To the extent such time would have qualified for straight time pay under other provisions of this MOU, such time shall be compensated with straight time CTO.

- (3) Such CTO either (a) may be taken off at the request of an employee subject to management approval or (b) shall be maintained "on the books".
 - (4) Nothing in this paragraph is intended to alter the definition of "overtime" as set forth elsewhere in this MOU or the circumstances under which overtime compensation must be paid.
 - (5) Notwithstanding the provisions of Section A paragraph (1) above, overtime compensation for all special event overtime (as defined in County Code Section 6.15.120 and including but not limited to the Tournament of Roses Parade/Rose Bowl, High School Athletic Events and motion picture security) shall be paid at the rate of time and one half (1½) in accordance with the provisions of this MOU in effect prior to this amendment.
- B. Effective July 1, 1994, compensation for all "overtime" as defined in this Memorandum of Understanding shall, at the employee's option, be compensated with pay at the rate of one and one-half times the pay then in effect for the employee, or accrued as CTO at the rate of one and one-half hours for each hour of overtime worked. Accumulation of CTO shall be subject only to the maximum accumulation of 480 hours (resulting from 320 hours of work).

- C. On or after August 1, 1995, at the employee's option, time "on the books" may continue to be taken as time off, subject to management approval, or may be converted to pay. An employee electing payment for any portion of his or her CTO accrual balance may submit a request and, within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.
- D. CTO accrued between October 1, 1993 and June 30, 1994, shall be taken off only at the request of the employee. For any CTO accrued during other periods, nothing in this Section shall be construed to limit management's authority to direct any employee to take accumulated CTO as provided elsewhere in this MOU.
- E. From July 1, 1994 through June 30, 1995, the Board of Supervisors may pay for CTO accrued between October 1, 1993 and June 30, 1994 at the rate of pay then in effect for the employee.

ARTICLE 9 UNIFORMS

Nothing herein shall be construed to modify in any manner whatsoever the uniform standards in the Sheriff's Department, and nor shall anything herein be construed as a waiver of Management's right to establish, change and modify uniform standards and dress codes.

Section 1. Uniform Replacement and Maintenance Allowance

Employees covered by this agreement and employed on November 1, 2013, shall be entitled to a lump sum payment of one thousand dollars (\$1000) in lieu of the uniform items previously issued and replaced under the 1979-1981 Memorandum of Understanding. Such payment shall be made between December 1, 2013 and December 15, 2013, by separate payroll warrant.

Employees covered by this agreement and employed on November 1, 2014, shall be entitled to a lump sum payment of one thousand dollars (\$1000) in lieu of the uniform items previously issued and replaced under the 1979-1981 Memorandum of Understanding. Such payment shall be made between December 1, 2014 and December 15, 2014, by separate payroll warrant.

Employees covered by this agreement shall receive by separate payroll warrant a one-time only, lump sum uniform supplement payment of two thousand five hundred dollars (\$2500) effective March 1, 2005.

This allowance shall not constitute a base rate.

Section 2. Uniform Replacement and Maintenance

Employees shall be responsible for the replacement of each uniform item previously issued and considered substandard under Sheriff's Department guidelines and shall be responsible for the laundry, care, and maintenance of their uniforms.

Section 3. Motorcycle Jacket

Upon assignment to full-time duty in a motorcycle patrol unit, the Department agrees to provide, on a one (1) time only basis, a credit voucher up to one hundred and fifty (\$150.00) dollars for the purchase of a Departmentally-approved motorcycle patrol jacket.

ARTICLE 10 PEACE OFFICER RELIEF FUNDSection 1.

Beginning January 1, 1990, and for the term of this agreement, the County agrees to contribute to the Peace Officer Relief Fund (PORF) the sum of thirty (\$30.00) dollars per month, per employee employed in any of the following item numbers:

Item No.

2717	Sergeant
2719	Lieutenant
2891	Supervising Investigator, DA
2894	Lieutenant, DA

Section 2.

Payment shall be made on the first working day of the month for all employees working at least eight (8) hours the preceding month in any item classification set forth in Section 1 herein above.

Section 3.

Payment shall be to:

Peace Officer Relief Fund Trust
2 Cupania Circle
Monterey Park CA 91755

Section 4.

The County agrees that the benefits provided through the PORF shall be as determined by the Peace Officer Relief Fund Board of Trustees.

Section 5.

It is the intent of the parties that the benefits provided through PORF will not provide monthly benefits to an eligible employee in excess of their regular monthly base compensation.

Additionally, the parties agree that PORF benefits shall be coordinated with County benefits so that the combination of County monthly leave benefits and the PORF benefits will not exceed the eligible employee's regular monthly base compensation.

ARTICLE 11 ACTING CAPACITYSection 1. Definition

Acting capacity is the official assignment to fill a vacant, fully funded and budgeted higher level position by departmental order in the Sheriff's Department or by order of the Chief of the Bureau of Investigation in the District Attorney's Department. Such assignment shall be entered on the departmental personnel records to provide documentation of experience in the higher classification.

For purposes of this Article, if a promotional list is enjoined or appointments stayed for any reason whatsoever, assignment of employees represented by this Unit to an acting capacity by departmental order from such lists shall constitute an official acting capacity assignment.

Such appointment(s) shall in no way change or otherwise modify Civil Service Rules regarding promotions.

Section 2. Bonus

Beginning with the thirty-first (31st) consecutive day of such acting assignment and for each subsequent month until the employee is promoted or returned to an assignment in his/her class, he/she shall receive a bonus, equivalent to one (1) salary schedule, eleven (11) levels, above his/her existing salary schedule. For those employees, who

had completed thirty (30) consecutive days on such acting assignment prior to August 1, 1983, the bonus shall be payable effective August 1, 1983.

This bonus shall not constitute a base rate.

Section 3

In the event an "Intent-to-Promote" employee is assigned to an official acting capacity and returned to an assignment within his/her own classification without appointment to the rank of Sergeant (#2717) or Lieutenant (#2719), the provisions of Section 2 of this Article shall apply.

This provision shall apply to employees in the Office of the District Attorney who are assigned to an official acting capacity and are returned to an assignment within his/her own classification without appointment to the rank of Lieutenant, DA (Item No. 2894) and Supervising Investigator, DA (Item No. 2891) on or after January 1, 2001.

ARTICLE 12 EIGHT-HOUR DAY

The basic workday for each "shift employee" ("shift employee" as defined in Section 6.04.110 of the Los Angeles County Code assigned to an eight (8) hour workday shall be eight (8) hours of work plus a 15-minute briefing period at the beginning of each workday. For other eight (8) hour workday employees, the basic workday shall be eight (8) hours of work plus at least a one-half hour meal break, and Management shall make every reasonable effort to insure that such meal break is uninterrupted by recall to work.

ARTICLE 13 GRIEVANCE PROCEDURE

It is agreed that the individual departmental grievance procedures in effect in the Sheriff's Department (attached hereto as Appendix "B") and the District Attorney's Office (attached hereto as Appendix "C") will be fully effective as the grievance procedure applicable to the employees in the Unit of each respective department covered herein during the term of this Memorandum of Understanding.

ARTICLE 14 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns or picketing shall be caused or sanctioned by PPOA, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and PPOA fails to exercise good faith in halting the work interruption, PPOA and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 15 ASSOCIATION RIGHTSSection 1. PPOA Rights

It is understood and agreed that PPOA has the right to:

- A. Represent its members before Management representatives regarding wages, hours, and other terms and conditions of employment.
- B. Receive timely written notice of any ordinance, rule, resolution, or regulation directly relating to wages, hours, and other terms and conditions of employment.
- C. Inspect an employee's personnel file at a reasonable time, upon request, during normal business hours, with the exception of all material obtained from other employers and agencies at the time the employee was hired, provided an authorized PPOA representative has the employee's written consent.
- D. Use County facilities for membership meetings, (excluding meetings for the advancement of activities which have a negative impact on County operations) and conferences upon reasonable advance notice to the appropriate County official, subject to availability of such facilities.

Section 2. Work Access for Representation Purposes

The parties agree that authorized PPOA representatives will be given access to work locations during working hours to conduct business relating solely to the provisions of

this Memorandum of Understanding. Access shall be guided by the following limitations:

PPOA shall furnish a list of representatives to the department head or his/her designated representative. PPOA will immediately notify the department of any changes in its representatives.

1. A representative desiring access to a work location must state the purpose and request approval from the department head or his/her representative within a reasonable amount of time prior to an intended visit.
2. PPOA agrees that its representatives will not interfere with the operation of the department or any of its facilities.
3. Access will be granted to an authorized PPOA representative if, in the opinion of the department head or his/her representative; such access will not interfere with operations or adversely affect security.
4. If a requested visit is denied, an alternate time will be mutually agreed upon.
5. An employee designated as an authorized PPOA representative must obtain permission from his/her immediate supervisor to engage, during duty hours, in business relating to this Memorandum of Understanding.

Permission to leave will be granted promptly unless such absence would interfere with efficient operations. If permission is denied, an alternate time will be designated.

Section 3. PPOA/Management Meetings

Management agrees to consult with PPOA in conformity with Section 5 and Section 6 (a) of the Employee Relations Ordinance.

Section 4. Employee Lists

Management will provide PPOA with a list of all employees in the unit within ninety (90) days from the date of this Memorandum of Understanding. Additional lists may be provided at no less than six (6) month intervals when requested by PPOA at a reasonable cost determined by the office of the County Auditor-Controller.

Section 5. Intra-County Communications

It is agreed that during the term of this agreement PPOA may maintain a mailbox at Sheriff's Headquarters and that PPOA may send materials via the County mail system. All materials which PPOA desires to teletype shall first be reviewed by the Sheriff's authorized representative.

Section 6. Bulletin Boards

Management agrees to provide at least one arch-file clipboard for the exclusive use of PPOA in each area or facility employing more than ten (10) employees. PPOA shall have the right to use such arch-file clip-board to post information or materials concerning the following subjects:

- A. PPOA recreational, social and related news bulletins;
- B. Scheduled PPOA meetings;
- C. Information concerning PPOA elections or the results thereof; and
- D.. Reports of official business of PPOA, including reports of subcommittees or the Board of Directors.

Prior to posting any of the above materials on such arch-file clip-boards, such materials shall be initialed by an authorized representative of PPOA and the Sheriff or District Attorney if reasonably available. All other materials which PPOA desires to post shall first be approved by the Sheriff's authorized representative.

Section 7. Payroll Deductions and Dues

It is agreed that PPOA dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who first files with County Management a written authorization requesting that such

deductions be made. It is further understood and agreed that Management shall not be required to deduct said dues or other deductions or to remit same to PPOA when any employee covered hereunder requests in writing that the County cancel all or any portion of any deductions previously authorized. Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to PPOA by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

PPOA agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

Section 8. Waiver of Rights

Nothing contained in this Memorandum of Understanding shall be construed as a waiver by PPOA of its rights under Section 6 of the Employee Relations Ordinance, except for those matters specifically set forth in this Memorandum of Understanding.

ARTICLE 16 PERSONNEL INVESTIGATIONS

A. The President of PPOA or a designated representative mutually agreed upon by the parties, are the only persons entitled to inquire whether an employee is the subject of a formal departmental investigation for misconduct. Disclosure shall be subject to the following conditions:

1. Such disclosure will not be made if in the judgment of the department head it would tend in any manner to jeopardize either the investigation itself or the employee subject to such investigation or would interfere with the operations of the department.
2. Requests for such information must be directed to the department head or his/her designated representative as follows:

Sheriff's Department

Commander, Area 1, Professional Standards and Training Division

District Attorney's Office

Chief, Bureau of Investigation

3. PPOA and the department agree that any information provided on a personnel investigation is confidential and may be revealed only to the concerned employee.

4. Inquiry shall be limited to those cases where PPOA has a recognizable interest.

B. An employee who is the subject of a personnel investigation shall receive consideration for overtime assignments on the same basis as other employees who are not being investigated. Overtime assignments with duties not substantially related to the matters being investigated may be granted. Employees who have been suspended are precluded from working peace officer assignments.

ARTICLE 17 ADVISORY COMMITTEE MEMBERSHIP

The Sheriff agrees to appoint from the Unit 612 membership of the Professional Peace Officers Association two qualified persons to serve as representatives on the Uniform and Equipment Advisory Committee in accordance with the following conditions:

1. The Professional Peace Officers Association will submit to the Sheriff or his/her designated representative a list of six named employees of the Department.
2. The Sheriff will consider the appointment of one employee for each Committee from this list.
3. The appointed representative for each Committee will act as a voting member of that Committee for the duration of his/her appointment.
4. The Sheriff reserves the right to monitor and direct the programs and activities of the Advisory Committee and determine the length of tenure of Committee members.
5. Replacement of a Committee member will be in accordance with the above procedures.

ARTICLE 18 PAYCHECK ERRORS

A. Underpayments

1. If an underpayment of 10% of base monthly pay (5% of base monthly pay if paid twice a month) or \$100, whichever is least, occurs in an employee's paycheck, a paycheck correction may be requested. Such request must be made to the appointing authority within two business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.
2. The Auditor-Controller will issue a corrected or supplemental warrant within three working days after receiving the request from the appointing authority.
3. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

B. Overpayments

1. Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed 15% per month

of disposable earnings (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

ARTICLE 19 EMPLOYEE RIGHTS IN THE EVENT OF TRANSFER OF
FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise PPOA of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a Department's Request for Proposal is approved by the Chief Executive Officer, the Labor Relations Office will arrange to meet with representatives of PPOA to advise them of this action within five (5) business days.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services. It is understood and agreed that Management shall have no obligation to negotiate the decision of any reorganization by the County during the life of this agreement. Management acknowledges an obligation to negotiate

the impact on wages, hours and working conditions of the employees in this bargaining unit insofar as such subjects are not set forth in Memoranda of Understanding or Civil Service Rules.

ARTICLE 20 GENERAL CONDITIONS

Employees covered by this Memorandum of Understanding who are being investigated by the Department on any criminal charges shall have the right to counsel and the right to have all interrogations and interviews recorded.

ARTICLE 21 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of the Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither PPOA, nor Management, nor their authorized representatives will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 22 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty, effect work furloughs or any other alternatives because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 23 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

- A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to negotiate with respect to any other matters within the scope of negotiations during the term of this Memorandum of Understanding.
- C. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by County's Board of Supervisors.
- D. The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 24 AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer or his duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, California 90012; Telephone: 974-2404), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. PPOA's principal authorized agent shall be its President or its Executive Director (Address: 188 E. Arrow Hwy, San Dimas, CA 91755; Telephone (323) 261-3010).

ARTICLE 25 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal and State laws and regulations, the Charter of the County of Los Angeles, all ordinances and regulations of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State or local law or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 26 LIMITED TERM ASSIGNMENT PROGRAM

A. Definitions

1. "Tour of Duty" is the period an employee is assigned to a unit of assignment from the effective date that he/she transfers into said unit of assignment until the effective date that he/she transfers out of said unit of assignment.
2. A "Limited Term Assignment" is a position where there is a maximum period of time beyond which an employee's Tour of Duty in said position cannot exceed.
3. A "Covered Unit" is a unit of assignment, as defined in Section B herein, where all assigned positions are Limited Term Assignments.
4. An "Incumbent Employee" is an employee of any rank assigned to a Covered Unit on the date on which the program becomes effective.
5. A "Future Employee" is an employee of any rank who is assigned to a Covered Unit after the date on which the program becomes effective.

B. Covered Units and Limited Terms of Assignment

The agreed upon Covered Units and the respective Limited Terms of Assignment per Tour of Duty are as follows:

<u>Covered Unit</u>	<u>Term of Assignment</u>
1. Narcotics Bureau	Six (6) years
2. Special Investigations Bureau	Seven (7) years
3. Vice Bureau	Five (5) years

C. Incumbent Employees

1. When this program requiring an Incumbent Employee to transfer from a Covered Unit to another unit of assignment goes into effect:
 - a. The beginning of the Limited Term Assignment shall commence on the date this program becomes effective.
 - b. He/she shall, within ten (10) days from the date this program becomes effective, be notified in writing that his/her Tour of Duty shall not exceed that specified in Section B. herein.
 - c. He/she shall receive not less than twelve (12) months, nor more than fifteen (15) months advance written notice as to the date on which his/her Tour of Duty shall expire.

2. All Incumbent Employees shall, upon their transfer from a Covered Unit, continue to receive bonus pay as well as all future negotiated raises and applicable step raises as if they remained in that position in the Covered Unit. The intent of this provision is to ensure that the Incumbent Employee shall not suffer any form of economic loss as a result of the implementation of this program. Example: A Sergeant supervising Bonus II Deputies would transfer and continue to receive the supervisory pay differential plus step and negotiated increases.
3. Once an Incumbent Employee is transferred from a Covered Unit, he/she may not reapply in-grade to return to any Covered Unit for five (5) years after the effective date of his/her transfer from said Covered Unit.
4. No Incumbent Employee shall be prohibited from transferring prior to the completion of his/her Tour of Duty from a Covered Unit.

D. Future Employees

1. All Future Employees shall be notified in writing within ten (10) days after they transfer to a Covered Unit that the Tour of Duty shall not exceed that specified in Section B herein.

2. All Future Employees shall receive no less than twelve (12) months, or more than fifteen (15) months, advance written notice as to the date on which their Tour of Duty shall expire.
3. When Future Employees transfer from a Covered Unit, they shall continue to receive bonus pay as well as all future negotiated raises and applicable step raises, as if they remained on that position, provided the transfer is within the last year of completion of the Limited Term Assignment. Bonus pay protection will only last until such time that employee is appointed to another bonus position. If, at the employee's option the transfer occurs prior to the last year of completion of the Limited Term Assignment, it will be considered as a voluntary relinquishment of the position.
4. Once a Future Employee transfers from a Covered Unit, he/she may not re-apply in-grade to return to any Covered Unit for five (5) years after the effective date of his/her transfer from said Covered Unit.
5. A Future Employee may submit an application for transfer from a Covered Unit prior to the completion of the Limited Term Assignment. Such transfer request must be approved by the employee's Division Chief within

six (6) months from the date of submission. However, transfer requests submitted during the final year of the Limited Term Assignment shall be expedited upon request.

E. Application of Policy

The intent of the parties is that this program will apply only to employees represented by Unit 612. The application of the provisions specified herein requiring the mandatory transfer from a Covered Unit shall be enforced without exception. This includes, but is not limited to, consideration of race, color, sex, national origin, political or religious belief, affiliation, status of a then current investigation, value to Unit and/or Division and/or Department, or personal relationship.

F. One-Time One-Case Exception

1. The only exception to the provisions requiring an Incumbent Employee or Future Employee to transfer from a Covered Unit by the end of the term specified in Paragraph B herein shall be his/her involvement in a then ongoing major (single case) investigation.
2. If the employee's Division Chief certifies that his/her continued participation in an on-going investigation is critical to secure a prosecution, then a one-time one-case only exception may be authorized.

3. The reason for said extension must be articulated in writing, citing the one-case by name and number.
 4. Thereafter, the employee must transfer within six (6) months of the completion of the trial or decision not to file the case.
- G. Notwithstanding the provisions of this Article, effective February 1, 1996, this Article shall no longer be applicable to employees covered by this Memorandum of Understanding; except, however, those employees who transferred from a Covered Unit prior to February 1, 1996, who were covered by the provisions of this Article, shall retain any such compensation to which they were entitled.

It is the expressed intent of the parties that, for any employee who left a Covered Unit prior to February 1, 1996, such employee shall continue to receive any rights to which he/she was entitled prior to the deletion of this Article.

ARTICLE 27 RANDOM DRUG TESTING PROGRAMSECTION I. INTRODUCTIONA. Statement of Policy

Law enforcement officers are called upon to make a number of decisions. Among them is sometimes deciding whether or not to use deadly force in the discharge of their duties. They are required to function in environments that are often hostile, hazardous and sometimes corrupt. Few persons are given such sensitive public trust.

Any illegal use of drugs by law enforcement officers would pose a serious threat to public safety. It would negatively affect morale and safety in the workplace, endanger credible testimony, and significantly increase the risk of incurring civil liability.

In the interests of the County of Los Angeles, its citizens, and the members of the Los Angeles County Sheriff's Department (hereinafter LASD) and the District Attorney's Bureau of Investigation (hereinafter Bureau), it shall be the policy of the LASD and Bureau to implement a random drug testing program.

All aspects of this drug testing program shall be on County time and paid consistent with the provisions of this MOU.

B. Frequency of Testing

1. LASD

Sworn members shall be separated into three categories for the purpose of determining the frequency of random drug testing.

The first category shall include all Deputy Sheriff Trainees and probationary Deputy Sheriffs. Members in this category may be tested up to, but not more than, six times in a twelve month period.

The second category shall include all sworn members assigned to Department units having, as a primary responsibility, the operation of aircraft or buses, the interdiction of drugs, the development of information pertinent to the interdiction of drugs, or having substantial contact with drug abuse or drug trafficking subjects. This category includes Narcotics Bureau, Special Investigations Bureau, Headquarters Detective Division, Aero Bureau, Transportation Bureau, Special Enforcement Bureau, and Gang Enforcement Team (GET). Members in this category may be tested up to, but not more than, four times in a twelve month period.

The third category shall include all other sworn members. These members may be tested up to, but not more than, three times in a twelve month period.

Note: A twelve month period shall be September 1, 1990 through August 31, 1991 and each September 1 through August 31 of succeeding years. Employees changing categories shall be subject to the new category limit. Drug tests occurring since September 1 and prior to the change in category shall count toward the new limit.

2. Bureau

Sworn members of the Bureau may be tested up to, but not more than, three times in a twelve month period.

Note: A twelve month period shall be February 1 through January 31 of each year.

C. Confidentiality of Testing

Personnel subjected to drug testing shall be assigned a confidential test identification number. The actual collection process shall be as discreet as possible and shall respect the dignity of the test subject.

D. The Drugs

The random drug testing program may test for any of the drugs or classes of drugs listed below:

1. Amphetamines/Methamphetamine
2. Cocaine
3. Cannabinoids (Marijuana, THC)
4. Opiates (Heroin, Morphine, Codeine)
5. Phencyclidine (PCP)

The Sheriff and District Attorney reserve the right to delete drugs and classes of drugs from this list.

E. Test Methodology

The testing methodology will be based on a laboratory examination of a urine specimen. Specimen collection and laboratory examination are described in Section IV, Specimen Collection and Section V, Laboratory Analysis.

Laboratory analysis of urine specimens shall be restricted to those tests authorized by this policy to detect drug abuse. They shall not be used for other purposes, such as the analyses of physiological states or diseases (e.g., pregnancy, AIDS or cancer therapy).

F. Implementation

The drug testing program shall be implemented on September 1, 1990 for LASD; and February 1, 2005 for the Bureau, or as soon thereafter as this agreement is adopted by the County Board of Supervisors.

SECTION II. PROGRAM ORGANIZATION

A. Assignment

Responsibility for the day-to-day coordination of the Random Drug Testing Program shall be assigned to Operations Lieutenant in the LASD's Risk Management Bureau and Executive Division in the Bureau. This responsibility will include the creation of computer-generated random selection test schedules, on-site specimen collection, delivery of specimens to the laboratory and the maintenance of such Executive and statistical records as may be needed. Statistics maintained on the number of tests administered and the number of positive tests shall be provided to the union within five (5) business days of the receipt of a written request by the union.

B. Drug Abuse Program Director

1. LASD

The Captain of the Risk Management Bureau, or the Senior Manager designated to temporarily act in his/her behalf is designated as the Department's Drug Abuse Program Director. The Captain shall have

overall responsibility for all pre-employment and employee drug testing activities. It shall be the Captain's responsibility to direct the course and scope of such employee substance abuse awareness programs as may be in operation. The Captain is also designated as the Department manager who shall be the contact point with the Medical Review Officer regarding his/her evaluation of any positive test results.

2. Bureau

The Assistant Chief, Bureau of Investigation, or the senior manager designated to temporarily act in his/her behalf, is designated as the Bureau's Drug Abuse Program Director. The Assistant Chief shall have overall responsibility for all pre-employment and drug testing activities. It shall be the Assistant Chief's responsibility to direct the course and scope of such employee substance abuse awareness programs as may be in operation. The Assistant Chief is also designated as Bureau manager who shall be the contact point with the Medical Review Officer (MRO) regarding his/her evaluation of any positive test results.

C. Medical Review Officer

The Medical Review Officer (MRO) shall be a licensed physician who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's positive test result together with his or her medical history and any other relevant biomedical information.

The responsibility for the assignment of the appropriately qualified physician and for ensuring his/her availability is that of the Director of Medical Services.

D. Collection Site Supervisors

Collection Site Supervisors in the LASD are those persons assigned to Risk Management Bureau whose principle duties involve overseeing the on-site collection of test specimens. Collection Site Supervisors in the Bureau are those persons assigned to the Bureau whose duties involve overseeing the on-site collection of test specimens. They shall supervise a male or a female assistant assigned to each team. Collection Site Supervisors operate with the direct authority of the Sheriff or District Attorney. They are empowered to command any employee of any rank to furnish a urine specimen as a random test selection schedule may dictate.

SECTION III. POSITIVE TEST RESULTS

A. Preliminary Determination

The Laboratory shall notify both the Medical Review Officer and the Drug Abuse Program Director whenever it confirms a positive test result. The Scientific Services Bureau (Laboratory) shall immediately send one copy of the subjects Laboratory Report and the sealed Pre-test Declaration form to the MRO.

The MRO will give a system number to the Program Director (not the test result). The Program Director will arrange an interview for the Medical Review Officer with the employee (employee's option). The Program Director will try to contact the employee utilizing the daytime telephone number designated by the employee on the pretest declaration form.

The MRO is authorized to terminate the process if he/she determines that the test result was caused by appropriate use of medication. He/she will then prepare a written report to the Program Director limited to his/her statement of conclusion. No further action will be taken.

If the MRO cannot close the case, he/she will contact the Program Director regarding the need for additional information in order to verify the employee's statements. The Program Director will immediately send an investigator to verify the facts presented by the employee without initiating a formal internal

investigation. The information obtained by the investigator will be provided to the Medical Review Officer. The Medical Review Officer will prepare a written report to the Program Director limited to a statement of conclusion if the additional information allows him/her to determine that the test results were caused by appropriate use of prescribed medication.

The Drug Abuse Program Director shall consult with the MRO on all other matters of positive test results. The decision to proceed with further Executive action is solely that of the Director. The Director in consultation with the MRO is empowered to resolve the matter upon his/her finding that a positive test has resulted from legitimate use or accidental exposure to drugs and no substantial impairment exists.

If the Director determines that further Executive action is warranted, he/she shall:

- (1) Immediately advise the appropriate executive at the level of Division Chief or higher, LASD, Bureau Chief or higher, District Attorney; and, (2) on behalf of that executive, direct Internal Affairs to conduct an Executive investigation; and (3) employee will be relieved of standard duty with pay. The employee will be provided with a copy of documentation pertaining to test results as provided in Section V.F herein.

B. Discipline

LASD and Bureau policy forbids any of its members to use any controlled substances, narcotics, or hallucinogens except when prescribed by a physician for an illness or injury. Moreover, LASD and Bureau policy forbids all members from willfully violating any Federal statute, State law or local ordinance. Members who violate any rules, regulations or policies of the LASD or the Bureau or the County shall be subject to disciplinary action up to and including discharge.

C. Refusal to Provide Urine Specimen

Members who refuse to be tested when so required will be subject to disciplinary action up to and including discharge. Attempts by a member to alter or substitute any specimen will be deemed grounds for disciplinary action. In such instances, Internal Affairs will be requested to conduct an Executive investigation, including another drug test.

Note: Failure to provide a specimen within a reasonable period of time (usually not more than three (3) hours) may constitute a refusal to take a drug test.

SECTION IV. SPECIMEN COLLECTION

A. Notification of Selection

Urine specimen collection will be done at an employee's unit of assignment or, if not appropriate, another LASD or Bureau facility, only. Collection personnel shall contact the appropriate Watch Commander or Senior Officer or appropriate Bureau Section Lieutenant or Supervising Investigator present and explain their presence. Then they shall determine the subject's availability.

The Watch Commander/Senior Officer or the Bureau Section Lieutenant/Supervising Investigator shall assist by arranging for test subject(s) to present him/her for testing. The Watch Commander/Senior Officer or the Bureau Section Lieutenant/Supervising Investigator shall also assist by locating and securing restroom facilities that best meet the requirements of the collection procedure.

If the test subject is not working (RDO, vacation, off sick, etc.), or is unavailable (Court, in the midst of a critical situation, etc.), the Collection Site Supervisor will test the subject upon return to the work site. Only the Watch Commander or Senior Officer, the Bureau Section Lieutenant or Supervising Investigator originally contacted may be made aware of the identities of any untested personnel. He/she shall assist in determining the point in time when the test subject will return to the work site.

B. Collection Site Privacy and Security

The actual collection process takes only a few minutes. However, because there must be rigorous controls for privacy, security and chain-of-evidence purposes, choosing the most appropriate restroom is crucial.

The restroom selected as a collection site shall be equipped with a sink to allow test subjects to wash their hands, a toilet, and be equipped with a stall for privacy.

During the specimen collection process, no unauthorized personnel shall be permitted in the restroom. The only authorized personnel are the test subject and the Collection Site Supervisor of the same sex. Another Collection Site Supervisor shall remain outside the restroom and shall bar entry for the time it takes to collect and package a specimen.

C. Subject Identification, Advisory Statement and Pre-Test Declaration Form

When the Collection Site Supervisor contacts a test subject, the subject shall be asked to present his/her Sheriff's Department or District Attorney's photo identification card.

If the subject is unable to present proper identification, he/she must be identified by the Watch Commander/Senior Officer or Bureau Section

Lieutenant/Supervising Investigator present. The subject will also be asked to complete a Pre-test Declaration form (Attachment "A"). The form elicits information about recent use of prescription and non-prescription medications, and accidental exposure to controlled substances. The form shall contain the subject's right thumbprint and confidential test number. It is to be placed in a sealed envelope by the subject and given to the Collection Site Supervisor. The form will be destroyed without being reviewed if the test results are negative.

D. Chain of Custody

Test specimens shall be stored and transported using the same documented chain of custody and standard of care and safety applied to evidence throughout the Department and Bureau. Sealed specimen bottles shall be placed in a locked portable container and kept under the direct control of the Collection Site Supervisor until it leaves his or her custody. The Collection Site Supervisor may store the container in the most appropriate, authorized facility evidence locker. All such containers shall be picked up the next business day and transported to the Laboratory. Only Collection Site Supervisors and Laboratory personnel shall possess keys to the portable specimen container.

When a specimen is stored in a facility's evidence locker, all LASD or Bureau evidence handling procedure shall apply, including tagging the container and entering it into the LASD's Facility Master Property Ledger or the Bureau's

Property Register. All such entries shall be listed as "Lab Container No _____" showing the appropriate container number. No other written remarks about container contents or test subject identities shall be made. The Collection Log Sheet and Pre-test Declaration forms shall be locked inside the specimen container and, upon delivery to the Laboratory, both the transporting employee and the Laboratory employee authorized to receive the specimens shall open the container. They shall obtain the Collection Log Sheet and note their identities in the appropriate place on the form. At this point, the Laboratory assumes custody of the specimens, Collection Log Sheets and sealed envelopes containing the Pre-test Declaration forms.

A copy of the test subject Collection Log Sheet shall be retained by the Collection Site Supervisor.

E. Collection, Integrity and Identification of Specimen

After a test subject has been properly identified, briefed about the reason for the test and has completed the Pre-test Declaration form, the mechanics of the collection process shall be explained. The Collection Site Supervisor shall require the test subject to remove any unnecessary outer garment (e.g., coats, jackets, etc.) and shall visually check for signs of concealed items that might be used to adulterate or substitute a sample. Personal belongings such as

briefcases, purses, and weapons/holsters, etc., must remain with the subject's other outer garments. The subject shall retain control of his/her wallet.

The test subject shall wash and dry his/her hands prior to providing a urine specimen. There shall be no further access to water, soap, any chemical agent, or other materials which would be used to adulterate the specimen until after it has been provided.

The Collection Site Supervisor shall place a toilet bluing agent in the toilet bowl and, if the toilet is so equipped, in the reservoir tank. The purpose of this procedure is to deter the dilution of the specimen.

The test subject shall be required to provide a specimen in a large, wide mouthed, easily carried, plastic non-reusable cup, unobserved and in the privacy of a stall or otherwise partitioned area. Unusual behavior shall be noted by the Collection Site Supervisor on the Collection Log Sheet. The test subject will be provided two LASD or Bureau approved specimen bottles (samples A and B). The containers will have affixed to them specially prepared labels showing the test subject's confidential identification number. The subject's right thumbprint will be rolled onto the labels by the Collection Site Supervisor. The subject shall then be ordered to provide a urine specimen and to divide it equally between the two bottles in the presence of the Collection Site Supervisor.

A minimum of 50 milliliters (1.7 fluid ounces) must be provided or the specimen will be considered incomplete. If the Collection Site Supervisor determines that there is an insufficient amount of urine (less than 50 milliliters total) in the specimen bottles, additional urine shall be collected. In this instance, the test subject shall remain under the supervision of the Collection Site Supervisor. The subject shall be asked to drink fluids to aid in urination and shall be allowed a reasonable amount of time to furnish additional urine. When additional specimens are provided, third and fourth bottles shall be labeled, be affixed with another thumbprint label and be fastened to the original specimen bottles with clear tape.

Immediately after a specimen collection, the Collection Site Supervisor shall ensure the temperature is between 90 and 100 degrees Fahrenheit. The Collection Site Supervisor shall also inspect the specimen for signs of adulteration (e.g., contaminants, color, etc.). Unusual findings should be noted in the remarks section of the Collection Log Sheet.

In the presence of the Collection Site Supervisor the test subject, shall secure lids on the specimen bottles. The Collection Site Supervisor shall then seal the lids with evidence tape. If at the time of collection, there is reason to believe that the specimens have been diluted, adulterated, substituted, or in any way

tampered with, the Collection Site Supervisor shall report the matter on the Collection Log Sheet. The Collection Site Supervisor may report those observations in writing to the lab, which may analyze the suspect specimens. The results of those analyses shall be reported in the written laboratory report to the MRO for further action, if any is needed.

SECTION V. LABORATORY ANALYSIS

A. Laboratory Management

The laboratory shall perform urine drug testing for the LASD and the Bureau and shall meet all analytical, quality assurance and quality control standards which are professionally accepted by laboratories which perform forensic urine drug testing.

B. Laboratory Receipt of Specimens, Chain of Evidence and Rejection Criteria

Samples received by the laboratory shall be signed in and processed by the Evidence Control Section. The samples will then be transferred to the Toxicology Section. Toxicology Section personnel will sign the chain of evidence log. Each sample shall be inspected for evidence of possible tampering. The employee confidential identification numbers will be compared with the numbers on the Collection Log Sheet serving as the chain of custody document (Attachment B). Any evidence of any tampering, or discrepancies in the identification numbers on the samples and Collection Log Sheet, or in the event

that the seal is broken on either sample, that there is no identification number, or the ID number is illegible, or that a thumb print is missing or illegible on either sample, such shall be reported to the Drug Abuse Program Director and shall be noted on the Collection Log Sheet. Such specimens shall not be tested. (However, such specimen may be recollected.) All other samples will then be stored at the Laboratory.

C. Specimen Processing

Laboratory personnel will normally process urine specimens (sample A) by grouping them into batches. When conducting the screening test, every batch shall contain an appropriate number of standards for calibrating the instrumentation and a minimum of 10 percent controls.

Initial Screening Test

Current NIDA/SAMHSA standards in affect at the time of collection, and, for those drugs without a NIDA/SAMHSA standard, Attachment "C" shall be used for the immunoassay screening test which will be used to eliminate "negative" urine samples from further consideration. Detailed screening and quality assurance procedures are discussed in the Laboratory Procedural Manual.

Written documentation shall be maintained by the laboratory showing details of all the EMIT screening tests done under this program. These data may be

reviewed by consultants to the Union. All samples that initially screen positive shall be stored in the locked employee Drug Testing freezer in the Toxicology Section until conformation studies by GC/MS are complete.

D. Confirmatory Test

Specimens which were initially screened and found to be positive shall be confirmed using gas chromatography/mass spectrometry (GC/MS) quantitative techniques. Detailed confirmation and quality assurance procedures are discussed in the Laboratory's Procedural Manual.

Specimens shall be considered as positively confirmed if they fall above the cutoff levels listed below.

1.	Amphetamines:	
	• amphetamine	250 ng/ml
	• methamphetamine	250 ng/ml*
2.	Cocaine metabolite(1)	100 ng/ml
3.	Marijuana metabolite(2)	15 ng/ml
4.	Opiates:	
	• Morphine	2000 ng/ml
	• Codeine	2000 ng/ml
	• acetylmorphine**	10 ng/ml
5.	Phencyclidine	25 ng/ml
6.	Cocaine	100 ng/ml

* Specimen must also contain amphetamine at the concentrations of >200 ng/ml

** Conduct this test if specimen contains morphine at a concentration >2000 g/ml

E. Preparation of Laboratory Report - Negative Test Specimens

The laboratory shall prepare a report, by confidential test identification number, of all specimens screened as negative. Concurrently, the laboratory shall return all sealed Pre-test Declarations accompanying negative test specimens for destruction by Risk Management Bureau. They will be destroyed within three days of receipt of negative test results. The Laboratory report listing negative test specimens may be transmitted by electronic means.

F. Preparation of Laboratory Report - Positive Test Specimens

In the event that a specimen is found to be positive by the GC/MS process, the Laboratory shall prepare a written report. The original report shall be retained by the Laboratory. One copy, along with the sealed pre-test Declaration Form, shall be sent to the Medical Review Officer.

The laboratory report shall contain the following information:

1. Employee confidential test identification number.
2. The drug identified.
3. The initial screening method.
4. The date screened.
5. The screening analyst's name.

6. The printed output from the immunoassay screening instrument pertaining to the batch of samples which includes the positive sample. That output will include the data from the relevant standards, blanks, quality control samples, and positive sample.
7. The confirmation method.
8. The date confirmed.
9. The confirming analyst's name and signature.
10. The graphs and reports pertaining to the gas chromatograph mass spectrometer analysis of the relevant batch of samples and associated controls and quantitative standards.
11. The name and signature of the reviewing laboratory supervisor.
12. Collection Log Sheet.

Following confirmation, all positive urine samples are to be frozen and retained for a minimum of two (2) years by the Laboratory.

SECTION VI. REPORTING AND REVIEW OF RESULTS

A. Report of Laboratory Results

The Laboratory shall report the results of all positive drug tests within five (5) business days from collection of sample.

B. Medical Review

The Medical Review Officer shall conduct an in-depth review of all tests reported as positive by the Laboratory. The laboratory report will include all materials specified in part V, F, above. He/she shall review the test subject's Pretest Declaration and shall take such action as may be necessary to examine any alternate medical explanation for a positive test result. Such action may include a voluntary medical interview with the subject and a review of all medical records made available by the subject.

C. Employee Notification

If the MRO does not find appropriate medical justification for the positive laboratory findings, he/she shall prepare a written report to the Program Director. Upon notification to the employee of a positive finding, the employee shall be provided with the laboratory report (as described in part V, F. above) and the MRO's written report. The Employee also shall be provided with a written notice

of his or her right to have the second sample (Sample B) independently tested and reviewed by an independent MRO.

D. Retesting

When the Laboratory has confirmed a positive test result, the Employee or his/her representative may request that a GC/MS test of Specimen B be conducted at an independent lab (refer to Appendix A for a list of laboratories).

If the test results are positive, an independent Medical Review Officer selected by the employee or his/her representative will review the findings and interview the employee (at his/her option). The MRO will prepare an advisory report to be given to the Drug Abuse Program Director with a copy to the employee. Internal Affairs and the employee will be notified by the Program Director. A pre-disciplinary hearing (Skelly) may take place as a result of the investigation.

If the results of the first independent lab are negative, The Drug Abuse Program Director may request that GC/MS test of Specimens A and B be performed at a second independent lab (refer to Appendix A for the list of the laboratories).

If the test results from the second independent lab are negative, or if the Program Director elects not to have a second independent chemical test, no further action will be taken.

If the test results from the second independent lab are positive, an independent Medical Review Officer will review the findings and interview the employee (at his/her option). The MRO will prepare an advisory report to be given to the Drug Abuse Program Director with a copy to the employee. Internal Affairs and the employee will be notified by the Program Director. A pre-disciplinary hearing (Skelly) may take place as a result of the investigation. The results of the third analysis (samples A and B) shall be deemed conclusive.

The LASD or the Bureau shall pay for all such retesting. However, results of drug tests not obtained within the specifications of the Drug Testing Program and not processed by a laboratory mutually agreed to by the union and management shall not be considered.

E. Referrals by the Medical Review Officer Not a Bar to Disciplinary Action

The Medical Review Officer may counsel the subject regarding follow-up care by competent medical authority and, if requested, furnish referrals. Such actions by the Medical Review Officer shall not prohibit, or be considered as a replacement for, any disciplinary action by the LASD or the Bureau. Members having a positive drug test result shall remain subject to discipline up to and including discharge, irrespective of any counseling or treatment.

F. Audit Trail

Drug Testing results are inadmissible without audit trail showing compliance with each aspect of procedure. Burden of showing compliance is on the LASD or the Bureau.

SECTION VII. FURTHER PROVISIONS

A. Hold Harmless and Indemnification Clause

The County agrees to indemnify and defend the employee organization from any liabilities which may arise as a result of the employee organization entering into this agreement. It is expressly understood that the County of Los Angeles shall choose the counsel, and have control of all phases and aspects of the litigation and the organization's defense including settlement, and that the employee organization shall cooperate in that defense. It is further understood that this indemnity and defense provision only applies to those claims where the legality or constitutionality of the Drug Testing Program or any part of that program is at issue. It does not extend to claims against the employee organization in which the legality or constitutionality of that program is not at issue. The County will not indemnify or defend the employee organization against any claim that the organization or anyone acting on its behalf improperly or negligently advised, represented, or performed services for an employee with respect to any event subsequent to the effective date of this agreement with respect to the Drug

Testing Program, disciplinary proceedings arising from the program, or any other right or liability of the employee related to the program.

APPENDIX A

CONTRACT TOXICOLOGY LAB SERVICES

1. Quest Diagnostics Incorporated
Van Nuys, California
(818) 989-2520

2. Healthtech
Long Beach, California
(562) 933-0777

ATTACHMENT A

DRUG TESTING DECLARATION
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

THIS FORM SHALL BE SEALED AND SHALL NOT BE OPENED UNLESS THE RESULTS OF THIS URINE TEST ARE CONFIRMED AS POSITIVE. ALL OTHER SEALED DECLARATIONS SHALL BE DESTROYED WITHOUT BEING OPENED.

CONFIDENTIAL TEST NO. _____ TEST LOCATION _____

LIST ANY PRESCRIPTION OR OVER-THE-COUNTER NON-PRESCRIPTION MEDICATIONS YOU ARE NOW TAKING OR HAVE TAKEN DURING THE LAST THIRTY (30) DAYS. SPECIFY THE REASON FOR THE MEDICATION(S), THE AMOUNT LAST TAKEN AND THE DATE. ALSO, INDICATE THE NAME OF THE HEALTH CARE PROVIDER PRESCRIBING ANY MEDICATION(S).

SUBSTANCE	REASON FOR TAKING	DATE LAST TAKEN	AMOUNT	PRESCRIBING HEALTH CARE PROVIDER	OFFICE LOCATION

HAVE YOU INGESTED, INHALED OR ABSORBED ANY CONTROLLED SUBSTANCE WITHIN THE LAST TEN (10) DAYS IN CONNECTION WITH YOUR DUTIES AS A PEACE OFFICER?

() NO

() YES DATE _____

NAME OF SUPERVISOR ADVISED OF INCIDENT _____

FILE NO. _____

I CERTIFY THAT THE ABOVE INFORMATION IS, TO THE BEST OF MY KNOWLEDGE, TRUE AND CORRECT.

RIGHT
THUMB
PRINT

DATE OF COLLECTION: _____

IF FOLLOW-UP IS NECESSARY, MY PREFERRED DAYTIME TELEPHONE NUMBER FOR CONTACT OR MESSAGE IS: AREA CODE () NO. _____.

NOTES: ONE COPY TO EMPLOYEE AT TIME OF SPECIMEN COLLECTION
 ONE COPY TO BE PLACED IN SEALED ENVELOPE

ATTACHMENT A (continued)

**DRUG TESTING DECLARATION
LOS ANGELES COUNTY DISTRICT ATTORNEY**

THIS FORM SHALL BE SEALED AND SHALL NOT BE OPENED UNLESS THE RESULTS OF THIS URINE TEST ARE CONFIRMED AS POSITIVE. ALL OTHER SEALED DECLARATIONS SHALL BE DESTROYED WITHOUT BEING OPENED.

CONFIDENTIAL TEST NO. _____ TEST LOCATION _____

LIST ANY PRESCRIPTION OR OVER-THE-COUNTER NON-PRESCRIPTION MEDICATIONS YOU ARE NOW TAKING OR HAVE TAKEN DURING THE LAST THIRTY (30) DAYS. SPECIFY THE REASON FOR THE MEDICATION(S), THE AMOUNT LAST TAKEN AND THE DATE. ALSO, INDICATE THE NAME OF THE HEALTH CARE PROVIDER PRESCRIBING ANY MEDICATION(S).

SUBSTANCE	REASON FOR TAKING	DATE LAST TAKEN	AMOUNT	PRESCRIBING HEALTH CARE PROVIDER	OFFICE LOCATION

HAVE YOU INGESTED, INHALED OR ABSORBED ANY CONTROLLED SUBSTANCE WITHIN THE LAST TEN (10) DAYS IN CONNECTION WITH YOUR DUTIES AS A PEACE OFFICER?

() NO

() YES DATE _____

NAME OF SUPERVISOR ADVISED OF
INCIDENT _____

FILE NO. _____

I CERTIFY THAT THE ABOVE INFORMATION IS, TO THE BEST OF MY KNOWLEDGE, TRUE AND CORRECT.

RIGHT THUMB PRINT _____	DATE OF COLLECTION: _____
----------------------------------	---------------------------

IF FOLLOW-UP IS NECESSARY, MY PREFERRED DAYTIME TELEPHONE NUMBER FOR CONTACT OR MESSAGE IS: AREA CODE () NO. _____.

NOTES: ONE COPY TO EMPLOYEE AT TIME OF SPECIMEN COLLECTION
 ONE COPY TO BE PLACED IN SEALED ENVELOPE

ATTACHMENT B2

SHERIFF'S DEPARTMENT
SCIENTIFIC SERVICES BUREAU
RANDOM DRUG TESTING CONTROL RECORD

LABORATORY RECEIPT NO. _____

RECEIVED BY: _____

DATE: _____ TIME: _____

COLLECTION SHEET(S): _____

URINE SPECIMENS _____

SEALED PRE-TEST DECLARATIONS: _____

=====

SCREENING TEST (EMIT):

ASSIGNED TO: _____ BY: _____

DATE: _____ TIME: _____

COMPLETED BY: _____

DATE: _____ TIME: _____

RETURNED TO: _____ BY: _____

DATE: _____ TIME: _____

NEGATIVE SPECIMEN(S) _____

DISPOSED ON: _____ BY: _____

POSITIVE SPECIMEN(S) _____

SPECIMEN NUMBER(S) _____

FROZEN ON: _____ BY: _____

ATTACHMENT B3

SHERIFF'S DEPARTMENT
SCIENTIFIC SERVICES BUREAU
RANDOM DRUG TESTING CONTROL RECORD
CONFIRMATION TEST (GC/MS)

LABORATORY RECEIPT NO. _____

SPECIMEN NUMBER: _____

ASSIGNED TO: _____ BY: _____
DATE: _____ TIME: _____

COMPLETED BY: _____
DATE: _____ TIME: _____

FROZEN ON: _____ BY: _____

ATTACHMENT B4

SHERIFF'S DEPARTMENT
SCIENTIFIC SERVICES BUREAU
RANDOM DRUG TESTING CONTROL RECORD
SPLIT RELEASE

LABORATORY RECEIPT NO. _____

SPECIMEN NUMBER: _____

REMOVED FROM FREEZER BY: _____

DATE: _____ TIME: _____

SPLIT RELEASED BY: _____

DATE: _____ TIME: _____

SPLIT RELEASED TO: _____
(PRINT NAME)_____
(SIGNATURE)_____
(COMPANY)

DATE: _____ TIME: _____


ATTACHMENT C

EMIT SCREENING LEVELS

AMPHETAMINES:	500 ng/ml
COCAINE:	150 ng/ml
PCP:	25 ng/ml
OPIATES:	2000 ng/ml
MARIJUANA METABOLITE:	50 ng/ml

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year first above written.

PROFESSIONAL PEACE OFFICERS
ASSOCIATION

By 

President, PPOA

By 

Executive Director, PPOA

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By 

Chief Executive Officer

By 

Sheriff, County of Los Angeles

By 

District Attorney, County of
Los Angeles

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS.

APPENDIX ASUPERVISORY PEACE OFFICERS, UNIT 612

<u>Item No.</u>	<u>Title</u>
2717	Sergeant
2719	Lieutenant
2894	Lieutenant, DA
2891	Supervising Investigator, DA

APPENDIX B

GRIEVANCE PROCEDURE (SHERIFF'S DEPARTMENT)

Section 1. Purpose

The purpose of the Grievance Procedure is to provide a just and equitable method for the resolution of grievances.

Section 2. Definitions

A grievance is any complaint concerning the interpretation or application of this Memorandum or rules or regulations governing personnel practices or working conditions that the departmental management has the ability to remedy.

"Business Days" means calendar days exclusive of Saturdays, Sundays and legal holidays.

Section 3. General Provisions

1. Employee grievance procedures are not applicable in areas outside the authority of this department such as interpretation of the Los Angeles County Code or in areas where appeal procedures already exist, such as unsatisfactory performance evaluations and certain specified disciplinary actions (discharge or

reduction). The employee shall be advised as to whether or not the department will handle the grievance at the time he/she submits his/her formal appeal.

2. If an employee fails to initiate a grievance or to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled and not subject to further appeal.

By mutual agreement of both parties, the various steps and time limits set forth in this grievance procedure may be waived or the grievance may revert to a prior level for reconsideration.

3. An employee may present his/her grievance on County time, but the use of County time for this purpose shall not be excessive nor shall this privilege be abused in any manner. The department shall determine what constitutes abuse.
4. If the aggrieved employee wishes, he/she may be assisted at the first step of the formal grievance procedure or any subsequent step by an authorized representative of a recognized employee organization. The representative of the employee organization must have his/her name on

file and be accepted in accordance with the Employee Relations Ordinance of the County of Los Angeles or other such applicable employee relations law.

It is also the employee's option to choose a fellow employee as his/her representative. The choice of a fellow employee as a representative must be acceptable to the Sheriff or his/her alternate.

5. If the grievance does not involve a suspension but the aggrieved employee definitely believes that his/her grievance cannot be resolved at any supervisory level except the Review Board, he/she may, with the concurrence of the concerned supervisors, waive formal step one.
6. To waive the first grievance step, the aggrieved employee must obtain the signatures of his/her first and third level supervisors in the signature spaces on the Form SH-AD-456. The aggrieved employee shall also write the word "waived" and sign his/her name in the decision section for step one and forward the form to the Review Board.
7. Form SH-AD-465 (Grievance Procedure) shall be prepared by the employee for the formal grievance process. The original shall be presented by the employee at the various grievance steps and returned to the employee with the written response. A copy of the original Form

(SH-AD-465), in its entirety, shall be made by the various supervisory levels and sent to Sheriff's Employee Relations, at the completion of each formal step. A second copy of the original should be retained as the unit commander's record of the grievance discussions. This record will not be included in the employee's personnel file.

8. Management shall notify PPOA of any grievance involving the terms and conditions of this Memorandum of Understanding.
9. A PPOA representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
10. PPOA agrees to encourage an employee who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated, and the specific remedy requested.

Section 4. Informal Procedures

Most problems or complaints can be settled if the employee will promptly, informally and amicably discuss them with his/her immediate supervisor. This desired initial

discussion, a part of the day-to-day supervision, should ideally precede any use of the formal grievance procedure.

Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall either discuss the complaint with his/her immediate supervisor or file a formal grievance.

NOTE: In those situations where the nature of the problem involves the immediate supervisor, the employee may discuss the problem informally with the next level supervisor although he/she should generally advise the immediate supervisor of his/her intention.

If the immediate supervisor either fails to reply within three (3) business days or gives an answer which the employee feels is unsatisfactory, within five (5) business days, the employee may informally discuss the grievance with his/her second level supervisor or proceed with the formal grievance procedure.

If the second level supervisor either fails to reply to the employee within three (3) business days or gives an answer which the employee feels is unsatisfactory, the employee may then initiate the formal grievance procedure at the first level of supervision.

Section 5. Formal ProcedureFirst Step (Third Level Supervisor or Designated Middle Management Representative)

If the problem has not been resolved within eleven (11) business days of the date of the initial discussion with the first level supervisor (or ten (10) business days from the occurrence or knowledge of the occurrence of a grievable matter if no informal discussion has occurred), the employee may file a formal written grievance with his/her third level supervisor or middle management representative. The Department Grievance Form (SH-AD-465) shall be completed by the employee describing the problem and the remedy he/she believes is merited.

The third level supervisor or middle management representative shall promptly notify Sheriff's Employee Relations. The third level supervisor shall consider available pertinent information and give his/her decision in writing (original SH-AD-465) to the employee within five (5) business days. The supervisor shall include the reasons for his/her decision and forward a complete copy of SH-AD-465 to Sheriff's Employee Relations.

If, upon receipt of the decision, the employee takes no further action within ten (10) business days, the grievance will be assumed to have been settled.

If the supervisor has not answered the employee's complaint within five (5) business days, or if the answer is unsatisfactory in the employee's opinion, the employee may appeal to the next grievance level.

Note: The two-step process for a Sergeant's grievance shall be (1) Captain and (2) Review Board. The two-step process for a Lieutenant's grievance shall be, (1) Captain and (2) Review Board.

Second Step (Review Board - Division Chief, Commander and a Maximum of two members selected by the employee)

If the problem has not been resolved, the employee may submit his/her written grievance (Form SH-AD-465) to his/her Division Chief within ten (10) business days of the response, or lack of response, of the third level supervisor.

Upon presentation of the grievance at this level, the employee may exercise his/her option to designate a maximum of two sworn members (of equal or superior rank to the grievant) of the Sheriff's Department who are not parties to the grievance to participate as equal voting members of the Review Board. The employee may waive such selection if he/she so desires by writing "waived" in the space provided for employee-selected members of SH-AD-465 and affixing his/her signature.

The Review Board shall consist of the employee's Division Chief (who shall act as Chairman), the Commander in the employee's chain of command and a maximum of two additional sworn members of the Sheriff's Department, if so selected by the employee.

The employee's Division Chief will establish the date, time and place for the Review Board meeting and promptly notify the employee. The Review Board shall meet with the employee at the earliest possible date, evaluate the grievance and afterward determine a course of action by permitting such Board member to have an equal voice. A majority opinion shall constitute a recommended decision. If a deadlock occurs, the opposing sides shall submit their written opinions to the Sheriff or his designated representative for final disposition.

Supervisors of all levels who have previously dealt with the grievance may be called by the Review Board to appear at the grievance meeting. The grievant may call witnesses who may serve on County time.

The Review Board shall submit its recommended decision or opposing opinions to Sheriff's Employee Relations within ten (10) business days of the Review Board meeting, unless a longer period of time has been agreed to by the employee.

Sheriff's Employee Relations shall coordinate the actions of the Review Board, processing the required documents to the Sheriff or his/her designated alternate.

The recommended decision by the Review Board, approved by the Sheriff or his/her alternate (the Undersheriff or Assistant Sheriff of the concerned division), shall be final, except as provided under Section 6, Arbitration, or appeal procedures provided in the Civil Service Rules.

Written notice of the Sheriff's decision shall be sent to the employee within ten (10) business days of the receipt of the Review Board's recommendation.

Section 6. Arbitration

1. Within ten (10) business days from the receipt of the written decision of the department head or his/her designated representative, an employee, only if he/she is represented by PPOA, may request that the grievance be submitted to arbitration as provided for hereinafter.
2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding and which are brought by an employee who was represented by PPOA in any steps of the grievance procedure may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

- A. The interpretation, application, merits or legality of any State or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such State or local law in order to resolve the grievance which has been submitted to the arbitrator;
- B. The interpretation, application, merits or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including but not limited to discharges, reductions and discrimination; nor
- C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Executive Office or any other County department, agency or commission unless the arbitrator in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator;
- D. Any subject matter relating to County-sponsored employee group insurance plans that could impose on the carrier, the provider or the

County an obligation which would be in conflict with the applicable law and/or contracts or service agreements between the County and the carrier or provider;

- E. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.
3. In the event PPOA desires to request a grievance which meets the requirements of Paragraph 2 hereof be submitted to arbitration, PPOA shall within the time requirements set forth above send a written request for arbitration to County's Employee Relations Commission which request shall:
- A. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration;
 - B. The parties shall select an arbitrator by mutual agreement and recommend to the Employee Relations Commission that the individual be appointed for the purpose of conducting the arbitration proceeding. In the event the parties cannot agree on a choice within thirty (30) working days from date of receipt of the request of arbitration, the parties shall request

that the Employee Relations Commission provide them with a panel of five arbitrators. Upon receipt of the Employee Relations Commission panel, the parties shall alternately strike one name each from the panel and the last name left will be appointed as the arbitrator in the case by the Employee Relations Commission;

- C. Arbitration procedures conducted under the authority of this Section shall be held at an appropriate location in the County Hall of Administration, except when another location is mutually agreed upon by the parties to the case.
4. Arbitration of grievances hereunder will be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including but not limited to fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration will be the responsibility of the individual party involved.

5. Prior to a hearing by an arbitrator, a representative of the County and PPOA shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and PPOA cannot jointly agree on a submission statement, then, at the hearing, each party shall present to the arbitrator its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
6. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from or otherwise modify the terms and conditions of this Memorandum of Understanding.
7. The decision of the arbitrator shall be binding upon PPOA. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. PPOA may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

8. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Purpose

Implementation

Term

Renegotiation

Non-Discrimination

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

APPENDIX CGRIEVANCE PROCEDURE (DISTRICT ATTORNEY)Section 1. Purpose

The purpose of the Grievance Procedure is to provide a just and equitable method for the resolution of grievances.

Section 2. Definitions

- A. "Grievance means a formal complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.
- B. "Business Days" means calendar days exclusive of Saturdays, Sundays and legal holidays.
- C. "Chief" means the Chief of the District Attorney's Bureau of Investigation in the District Attorney's Department, or the Assistant Chief of the Bureau of Investigation when acting in the absence of the Chief.

- D. "Middle Management" means a Lieutenant, Captain, Commander or the Assistant Chief in the District Attorney's Department.
- E. "Immediate Supervisor" means Lieutenant or Captain in the District Attorney's Department.
- F. "Grievant" means a Supervising Investigator or Lieutenant in the District Attorney's Department.

Section 3. Responsibilities

- A. An employee is encouraged to discuss his/her complaint with his/her immediate supervisor as part of an ongoing process of training and communication between the employee and his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time. No employee shall suffer any penalty for presenting or filing a grievance.
- B. Departmental management has the responsibility to:
 - 1. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and

2. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

Section 4. Waivers and Time Limits

- A. Failure by management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
- B. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
- C. If an employee fails to appeal from one level to the next level within the time limits established in the grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
- D. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

- A. An employee may present his/her grievance on County time, but the use of County time for this purpose shall not be excessive nor shall this privilege be abused in any manner. The department shall determine what constitutes abuse.
- B. Employees who are requested by either the grievant or by management to appear as witnesses at any hearing and at any step shall be allowed to do so on County time.
- C. The employee has the right to the assistance of a representative of his/her choice in the preparation of the written grievance and to represent him/her in formal grievance meetings. The representative selected by the employee must be an authorized representative of a recognized employee organization or a fellow employee of the District Attorney's Bureau of Investigation who is not a party to the same grievance. Only a person selected by the employee and made known to management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
- D. If the grievance involves disciplinary action resulting in suspension, the employee may waive the first step in the formal grievance procedure and submit the grievance directly at the second step within ten (10) days from the notice of intent to discipline.

- E. PPOA, agrees to encourage an employee who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated, and the specific remedy requested.

Section 6. Informal Procedure

Most problems or complaints can be settled if the employee will promptly, informally and amicably discuss them with his/her supervisor. This desired initial discussion should ideally precede any use of the formal grievance procedure.

Section 7. Formal Procedure

Step 1. (Immediate Supervisor)

If the problem has not been resolved within ten (10) business days of the date of the initial discussion with the immediate supervisor (or ten [10] business days from the occurrence or knowledge of the occurrence of a grievable matter if no informal discussion has occurred), the employee may file a formal written grievance with his/her immediate supervisor. The Grievance Form shall be prepared in triplicate by the employee stating the specific nature of the grievance and the remedy requested. The employee shall submit the original and one copy of the Grievance Form to his/her immediate supervisor and retain a copy. The Grievance Form may be secured from the departmental Personnel Section. Upon receipt of the formal grievance, the immediate supervisor shall contact the grievant or the grievant's representative (if specified) and

arrange a hearing date and location. Within five (5) business days from the completion of the hearing, the Grievance Response Form shall be completed by the immediate supervisor. The original of both the Grievance and Grievance Response forms shall be returned to the grievant and a copy of the Grievance Response Form shall be retained by the immediate supervisor.

If the grievance is within the scope of the immediate supervisor's authority and responsibility and it is sustained, it shall be the immediate supervisor's responsibility to make the necessary arrangements to implement the decision.

Step 2. (Middle Management Representative or Review Board)

In the event the grievant is not satisfied with the Step 1 response and elects to seek review at the Step 2 level, the grievant shall, within five (5) business days from the receipt of the Step 1 response, forward the originals and one copy each of the Grievance and Grievance Response forms to the Chief of the Bureau of Investigation. At the grievant's option the Chief shall either designate a middle management representative to review the grievance or shall initiate the formation of a Review Board to review the grievance. If a Review Board is formed it shall be comprised of two middle management representatives designated by the Chief and a maximum of two peace officers in the District Attorney's Department designated by the grievant. The grievant's representatives on the Review Board must be of equal or superior rank to the grievant and must not be parties to the grievance.

Upon receipt of the Step 2 request for review from the Chief, the middle management representative or a member of the Review Board shall contact the grievant or the grievant's representative (if specified), and arrange a hearing date and location. Within five (5) business days from the completion of the hearing, the Grievance Response Form shall be completed by the ranking middle management representative in the Step 2 process. A majority opinion shall constitute a final decision. A grievance shall not be sustained on a tie vote or deadlock, but if such is the case, then the opposing sides shall attach their written opinions to the Grievance Response Form. The originals of the Grievance and Grievance Response forms shall be returned to the grievant and a copy of each shall be forwarded to the Chief. If the grievance is sustained by the Step 2 process, it shall be management's responsibility to make the necessary arrangements to implement the decision.

Step 3. (The Chief of the Bureau of Investigation)

If the grievance is denied or results in a deadlock at the Step 2 level, and the grievant elects to seek review at the Step 3 level, he/she shall, within five (5) business days from the receipt of the Step 2 response, send a written request to the Chief requesting a review of the grievance. The originals of the Grievance and Grievance Response forms shall accompany the written request.

Upon receipt of the Step 3 request for review, the Chief shall contact the grievant or the grievant's representative (if specified) and arranges a hearing date and location. Within

ten (10) business days from the completion of the hearing the Chief shall complete the Grievance Response Form. If the grievance is sustained, the Chief shall make the necessary arrangements to implement the decision.

If the grievance is denied, the reason(s) will be set forth in the Grievance Response Form.

The originals of the Grievance and Grievance Response forms shall be forwarded to the departmental Personnel Officer who shall be responsible for establishing and maintaining a separate, permanent file for grievances processed through all step levels. A copy of each form shall be returned to the grievant and a copy of each shall be retained by the Chief.

Grievances processed through all step levels shall be retained for a period of three (3) years while an employee is in active County service, and shall be retained for a period of one year following termination of an employee's County service.

Section 8. Special Handling of Sensitive Complaints

If a grievant feels that because of the sensitive nature of his/her complaint that it should be reviewed initially by the Chief, he/she may direct his/her grievance to the Chief with a written memorandum specifying the need for departure from the conventional

processing. The Chief shall determine whether the grievance should be handled personally or processed by the immediate supervisor. If it is determined that the grievance should be referred to the immediate supervisor, the Grievance Form shall be returned to the grievant with a written memorandum so specifying.

Section 9. Arbitration

1. Within ten (10) business days from the receipt of the written decision of the department head or his/her designated representative, an employee, only if he/she is represented by PPOA, may request that the grievance be submitted to arbitration as provided hereinafter.
2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding and which are brought by an employee who was represented by PPOA in all steps of the grievance procedure may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any State or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such State or local law in order to resolve the grievance which has been submitted to the arbitrator;

- B. The interpretation, application, merits or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to or request review by said Civil Service Commission, including but not limited to discharges reductions and discrimination; nor
- C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Executive Office or any other County department, agency or commission unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator;
- D. Any subject matter relating to County-sponsored employee group insurance plans that could impose on the carrier, the provider or the County an obligation which would be in conflict with the applicable law and/or the contracts or service agreements between the County and the carrier or provider;

- E. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.
3. In the event PPOA desires to request a grievance which meets the requirements of Paragraph 2 hereof be submitted to arbitration, PPOA shall within the time requirements set forth above send a written request to County's Employee Relations Commission which request shall:
- A. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration;
 - B. The parties shall select an arbitrator by mutual agreement and recommend to the Employee Relations Commission that the individual be appointed for the purpose of conducting the arbitration proceeding. In the event the parties cannot agree on a choice within thirty (30) working days from date of receipt of the request of arbitration, the parties shall request that the Employee Relations Commission provide them with a panel of five arbitrators. Upon receipt of the Employee Relations Commission panel, the parties shall alternately strike one name each from the panel and the last name left will be appointed as the arbitrator in the case by the Employee Relations Commission;

- C. Arbitration procedures conducted under the authority of this Section shall be held at an appropriate location in the County Hall of Administration except when another location is mutually agreed upon by the parties to the case.
4. Arbitration of grievances hereunder will be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including but not limited to fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration will be the responsibility of the individual party involved.
5. Prior to a hearing by an arbitrator, a representative of the County and PPOA shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and PPOA cannot jointly agree on a submission statement, then, at the hearing, each party shall present to the arbitrator its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

6. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from or otherwise modify the terms and conditions of this Memorandum of Understanding.
7. The decision of the arbitrator shall be binding upon PPOA. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. PPOA may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.
8. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
 - Purpose
 - Recognition
 - Non-Discrimination
 - Implementation

Term

Renegotiation

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

APPENDIX DEXPEDITED ARBITRATION

1. This is an alternative to the procedure set forth in Sections 6 and 9, Arbitration, of Appendices B and C, Grievance Procedure, respectively and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by the parties. If the parties cannot agree to a submission statement the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any State or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such State or local law in order to resolve the grievance which has been submitted to the arbitrator.

- B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including but not limited to, discharges, reductions, and discrimination; nor
 - C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Executive Office, or any other County department, agency, or commission unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
4. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
- A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition,

each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) No stenographic record of the hearing will be made, 2) there will be no representation by outside counsel and 3) there will be no post hearing briefs.
5. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
6. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
7. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
8. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

9. The decision of the arbitrator shall be binding upon PPOA. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.
10. Election of this binding forum shall constitute a waiver by all parties to this process of all other Executive processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.
11. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
 - Recognition
 - Non-Discrimination
 - Implementation
 - Term
 - Renegotiation
 - Payroll Deductions and Dues
 - Authorized Agents
 - Provisions of Law

APPENDIX E

COURT TIME FOR EMPLOYEES IN PPOA UNIT 612

Section 1. On-Call Subpoena

Pursuant to the procedures established in cooperation with applicable courts, the parties to the PPOA Memorandum of Understanding agree that employees covered by such Memorandum of Understanding, with the exception of the classes of Lieutenant, Lieutenant, DA, who receive an on-call subpoena and remain on-call during off-duty hours for court appearances, shall receive one-half their hourly rate, as defined by the Los Angeles County Code for their classification, for each hour that they are on-call including travel to court as a result of having received a call to appear. However, in no event shall an employee (except the classes of Lieutenant and Lieutenant, DA) who receives an on-call subpoena, which is not canceled prior to the date of the subpoena, be compensated for less than two (2) hours of on-call including travel to court. The on-call status will commence at the time for appearance specified in the subpoena, and will end when the employee is relieved from on-call status by the court or the Liaison Deputy, or upon arrival at the court in response to a call. It is further agreed that employees assigned to an evening or early morning shift, or those on their day off, shall, upon receipt of an on-call subpoena, notify the court liaison officer designated by their unit of their on-call status. Employees in an on-call status shall contact their court liaison officer, by noon of the day set for appearance to confirm their status if they have not been contacted earlier. If the employee is on

an on-call status at the end of the court day, the court liaison officer shall notify the employee at the end of the court day whether he/she is to remain on-call the following day. Employees receiving an on-call subpoena shall report to court only when called to appear. Employees who are called to appear in court on an overtime basis shall receive overtime compensation at the rate established for their classification.

Section 2. Must Appear Subpoena

Employees who are required to appear in court during off duty hours as a result of a must appear subpoena shall receive three (3) hours minimum plus actual time in court over two (2) hours (includes travel time and evidence pick-up).

Section 3. DMV Telephonic Hearing

Employees who are subpoenaed for a DMV Telephonic Hearing which is scheduled during the employee's working hours shall utilize a Department telephone to call the DMV at the scheduled time and receive no additional compensation.

Employees who are subpoenaed for a DMV Telephonic Hearing that is scheduled at a time when the employee is off duty shall receive one hour of overtime or actual time spent beyond one hour (whichever is more) for a complete call based on their hourly rate as defined by the Los Angeles County Code for their classification.

Section 4. Increments of Time

Time earned, credited and paid pursuant to Sections 1, 2, and 3 above shall be in increments of 15 minutes.

The above provisions will remain in effect for the term of this contract unless superseded by order of the Board of Supervisors.

APPENDIX F

SICK LEAVE ACCRUAL EXCHANGE

The parties agree to recommend jointly to the County's Board of Supervisors that employees shall earn and accrue full-pay sick leave and be paid for unused full-pay sick leave as provided in Article 12 of the Memorandum of Understanding regarding fringe benefits between the County and the Coalition of County Unions, AFL-CIO, except as follows:

1. Employees in this Unit shall be credited with full-pay sick leave to a maximum of 10 days in 1988 and a maximum of 8 days in 1989.
2. It is understood between the parties that in exchange for the reduction in credited full-pay sick leave as provided in one (1), herein above, the provisions in Article 7, Section 1, Recommended Salary Adjustment, on July 1, 1988, included an additional 8 level base rate increase.
3. Effective January 1999, employees in this Unit in the classification of Sergeant (#2717) or Lieutenant (#2719) shall be credited with full-pay sick leave to a maximum of 12 days.

4. Effective January 1, 2001, Lieutenant, DA (Item No. 2894) and Supervising Investigator, DA (Item No. 2891) shall be credited with 4 additional days of full-pay sick leave to a maximum of 12 days in calendar year 2001 and a maximum of 12 days per calendar year thereafter. In exchange for the increase in credited full-pay sick leave days, amendments were made to Sections 1 and 4 of Article 7. Further, Lieutenant, DA and Supervising Investigator, DA were added to Article 27, Random Drug Testing. 5. In addition to the days of unused full-pay sick leave for which an employee may be paid pursuant to Section 2 of said Article 12, of the Coalition Fringe Benefits Memorandum of Understanding, an employee may, at his/her option, regardless of whether sick leave was used during the preceding 12 months, receive payment for up to 2 additional sick leave days on July 1, 2013 and 2014, in lieu of carrying such days, provided at least 20 days of full-pay sick leave remain to the employee's credit after such payment.
5. Employees in this Unit shall be credited with full-pay sick leave to a maximum of 12 days as indicated above during the term of this contract.

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
PUBLIC DEFENDER INVESTIGATORS

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 25th day of
June, 2013,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management")
of the County of Los Angeles (hereinafter
referred to as "County")

AND

ASSOCIATION OF PUBLIC DEFENDER
INVESTIGATORS (hereinafter referred to
as "APDI" or "Union")

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ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered hereby, which understanding the parties intend jointly to submit and recommend for approval and implementation to County's Board of Supervisors.

ARTICLE 2 RECOGNITION

Section 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, the Association of Public Defender Investigators was certified on August 15, 1985, by County's Employee Relations Commission (Employee Relations Commission File No. Dec-25) as the majority representative of County employees in the Public Defender Investigators Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. Management recognizes the Association of Public Defender Investigators as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the following employee classifications comprising said Unit, as well as such classes as may be added hereafter by the Employee Relations Commission.

<u>Item No.</u>	<u>Title</u>
2901	Investigator II, PD
2902	Investigator III, PD

Section 2. Exclusive Recognition

Management agrees that it shall recognize the Association of Public Defender Investigators as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and the Association of Public Defender Investigators has shown it has met the requirements of any such new rules.

ARTICLE 3 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of the Association of Public Defender Investigators, or to have the Association of Public Defender Investigators represent them in their employee relations with Management. It is further agreed that nothing herein shall prohibit any employees from representing themselves individually or appearing in their own behalf, in their employment relations with Management. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, political or religious opinions or affiliations, or handicapped status.

ARTICLE 4 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County Ordinances, including Title 6 the Los Angeles County Code, required to implement the full provisions of Articles; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date approved by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 5 TERM

The term of this Memorandum of Understanding shall commence on the date the terms and conditions for its effectiveness, as set forth in Article 4, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m., on February 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on January 31, 2015.

ARTICLE 6 RENEGOTIATIONSection 1. Calendar for Negotiations

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, its request to commence negotiations, as well as its initial written proposals for such successor Memorandum of Understanding no later than September 15, 2014.

Upon receipt of such written notice and proposals, negotiations shall begin no later than thirty (30) days after such receipt or October 15, 20, whichever is later. An impasse concerning the matters under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by November 30, 2014, unless the parties mutually agree to continue negotiations.

ARTICLE 7 SALARIES

Section I. Recommended Salary Adjustment

- A. The parties jointly agree to recommend to County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
2901	INVESTIGATOR II, PD	CURRENT	NX	98F	6047.55	8373.18
		07/01/2013	NX	99C	6167.73	8539.55
		07/01/2014	NX	99L	6290.64	8709.73
		01/01/2015	NX	100H	6416.09	8883.73
2902	INVESTIGATOR III, PD	CURRENT	NW	102F	6740.18	8840.09
		07/01/2013	NW	103C	6874.18	9015.91
		07/01/2014	NW	103L	7010.91	9195.55
		01/01/2015	NW	104H	7150.82	9379.00

Effective 4/1/07, a new salary step (5.5%) will be added to each class in the bargaining unit. Employees on the top step of the salary range for Investigator II, PD (Item No. 2901) and Investigator III, PD (Item No. 2902) for at least 1 year on 4/1/07 will go to the new salary step.

Section 2. Step Advances

- A. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.

- B. If no performance review is filed as defined in A. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph A above, the employee may request his department in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

- C. Grievances arising out of this section shall be processed as follows:

1. Where no Performance Evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the Department of Human Resources. If the Director of Personnel fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.
2. Where the department head issues a Performance Evaluation upon request of the Department of Personnel, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.

3. Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.
-
- D. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluation which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 3.

The parties having jointly reviewed and considered available salary and wage information data, agree that the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

Section 4. Special Pay Practices

A. Dress Standards

The Union agrees that effective January 1, 1986, all current employees in the

bargaining unit and all future employees covered by this agreement will be required to provide a navy blue sports coat (blazer style) and wear it at all appropriate occasions as determined by management. Nothing herein shall be construed as a waiver of management's right to establish, change and modify dress standards.

Employees covered by this agreement who have provided a navy blue sports coat (blazer style) and are employed on December 1, 2003, shall be entitled to a lump sum payment of two hundred dollars (\$200.00), payable between January 1, 2001, and January 15, 2004, by separate payroll warrant. This allowance shall not constitute a base rate.

Employees covered by this agreement who have provided a navy blue sports coat (blazer style) and are employed on December 1, 2004, shall be entitled to a lump sum payment of two hundred dollars (\$200.00), payable between January 1, 2005, and January 15, 2005, by separate payroll warrant. This allowance shall not constitute a base rate.

Employees covered by this agreement who have provided a navy blue sports coat (blazer style) and are employed on December 1, 2005, shall be entitled to a lump sum payment of two hundred dollars (\$200.00), payable between January 1, 2006 and January 15, 2006, by separate payroll warrant. This allowance shall not constitute a base rate.

Employees covered by this agreement who have provided a navy blue sports coat (blazer style) and are employed on December 1, 2006, shall be entitled to a lump sum payment of two hundred dollars (\$200.00), payable between January 1, 2007, and January 15, 2007, by separate payroll warrant. This allowance shall not constitute a base rate.

Employees covered by this agreement who have provided a navy blue sports coat (blazer style) and are employed on December 1, 2007, shall be entitled to a lump sum payment of two hundred dollars (\$200.00), payable between January 1, 2008, and January 15, 2008, by separate payroll warrant. This allowance shall not constitute a base rate.

Employees covered by this agreement who have provided a navy blue sports coat (blazer style) and are employed on December 1, 2008, shall be entitled to a lump sum payment of two hundred dollars (\$200.00), payable between January 1, 2009, and January 15, 2009, by separate payroll warrant.

Employees covered by this agreement who have provided a navy blue sports coat (blazer style) and are employed on December 1, 2013, shall be entitled to a lump sum payment of two hundred dollars (\$200.00), payable between January 1, 2014, and January 15, 2014, by separate payroll warrant. This allowance shall not constitute a base rate.

Employees covered by this agreement who have provided a navy blue sports coat (blazer style) and are employed on December 1, 2014, shall be entitled to a lump sum payment of two hundred dollars (\$200.00), payable between January 1, 2015, and January 15, 2015, by separate payroll warrant. This allowance shall not constitute a base rate.

This allowance shall not constitute a base rate.

Employees shall be responsible for the cleaning and maintenance of the required attire.

B. Standby Pay INS Parolee Witness Program

Employees required by Management to remain available to return to work, at any time during specified hours outside their normal working hours, shall receive \$2.00 per hour while on standby but not more than \$600.00 per month. The parties agree that no additional compensation for standby status shall be made since the employee placed on standby status is not "unreasonably restricted" as defined by the Fair Labor Standards Act.

C. INS Parolee Witness Program - After Hours Duty

Whenever an employee is ordered by his/her Department Head or designated Management representative to work following the termination of his/her normal work shift and departure from his/her work location as a result of the INS Parolee Witness

Program, the employee shall receive six (6) hours of compensatory time off for the first four hours worked, or any fraction thereof. Employees who work in excess of four hours will receive compensatory time off at the rate of time and one-half.

No additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half compensatory time off for the first four hours of work.

The provisions of paragraphs B and C shall only apply to the INS Parolee Witness Program.

Section 5 Longevity Bonuses

Upon approval of the Board of Supervisors and implementation of this Memorandum of Understanding, members of this bargaining unit shall receive Longevity Pay in accordance with the following implementation schedule:

10/1/06	3%	(12 levels)	after completion of 19 years of service
04/1/07	4%	(16 levels)	after completion of 24 years of service
10/1/07	4%	(16 levels)	after completion of 29 years of service

Longevity Pay is cumulative and shall constitute a base rate.

ARTICLE 8 OVERTIMESection 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

- A. The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. 201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.
- B. The County will pay employees for any overtime worked at a rate of one and one-half (1 ½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.
- C. An employee in the bargaining unit may elect to work up to sixty (60) hours of FLSA overtime to be used as compensatory time off in lieu of pay. Compensatory time is accrued at the rate of one and one-half (1 ½) hours for each hour of overtime worked. No more than sixty (60) hours of compensatory time may be accrued in a calendar year. All overtime hours worked in excess of sixty (60) and accrued as compensatory time in a calendar year shall be paid. Management shall not decide

to order or authorize overtime based on an employee's choice of pay or compensatory time off.

Section 2. Usage of Non-FLSA Earned Compensatory Time

- A. Employees shall not be directed by Management to take compensatory time off without at least ten (10) business days notice or be denied a timely request to take such time off.

Requests for time-off will be approved based on the needs of the service as determined by Management.

- B. With prior approval of departmental management, accumulated compensatory time not used during the calendar year in which it is earned may be carried over one (1) additional calendar year during which it must be taken. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

Section 3. Saving Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 4. Compensatory Time Off - INS Parolee Witness Program

- A. The parties agree that when an employee is assigned to the Immigration and Naturalization Service Parolee Witness Program and is required to work in excess of forty (40) hours in the work week, said employee will receive compensatory time off, in lieu of pay, at a rate of time and one-half (1 1/2) for each hour worked up to a maximum of 50 hours. Hours worked in excess of 50 shall be compensated as provided in Section 1.

Any compensatory time off not taken by the end of the calendar year following the year it was earned will be paid at the rate of time and one-half the employee's regular rate of pay rather than lost.

Section 5. Compensatory Time Off - Attendance at Non-Mandated Training Programs

The parties agree that when an employee attends non-mandated training programs for the purpose of professional development, and is required to work in excess of forty (40) hours in the work week, said employee shall receive compensatory time off, in lieu of pay, at a rate of time and one-half (1 1/2) for each hour related to non-mandated training programs. An employee may accrue up to a maximum of 60 hours of compensatory time off from attendance at non-mandatory training. Employees must obtain prior Management approval to attend non-mandated training programs in order to receive the compensatory time off.

Section 6. Compensatory Time Off Corridor

The 60 hour compensatory time off corridor in Article 8 Section 1.C. and Section 5 shall run concurrently. No employee shall accrue more than 60 hours of compensatory time off.

ARTICLE 9 EMPLOYEE BENEFITSSection 1.

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and the Coalition of County Unions, AFL-CIO in effect during the term of this agreement shall apply to employees in the Unit.

The parties agree to recommend jointly to the County's Board of Supervisors that employees shall earn and accrue full-pay sick leave and be paid for unused full-pay sick leave as provided in Article 12 of the Memorandum of Understanding regarding fringe benefits between the County and the Coalition of County Unions, AFL-CIO, except as follows:

1. Employees in this unit shall be credited with full-pay sick leave to a maximum of 10 days in 1988, and a maximum of 8 days in 1989.
2. In addition to the days of unused full-pay sick leave for which an employee may be paid pursuant to Section 2 of said Article 12, an employee may, at his option, regardless of whether sick leave was used during the preceding 12 months, receive payment for up to 2 additional sick leave days on July 1, 2000, and on July 1, 2001, and on July 1, 2002, on July 1, 2013, and on July 1, 2014 in lieu of carrying such days, provided at least 20 days of full-pay sick leave remain to the employee's credit after such payment.

3. It is understood between the parties that in exchange for the reduction in credited full-pay sick leave as provided in Section 1 herein above, the provisions in Article 7, Section 1, Recommended Salary Adjustment, on July 1, 1988, include an additional 8 level base rate increase.

Section 2.

In the event that ALADS (District Attorney Investigators) negotiates additional retirement enhancement formulas during the term of this agreement, the Association of Public Defender Investigators may reopen the Employee Benefits Article to negotiate optional retirement formulas.

ARTICLE 10 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definitions

- A. For the purpose of this article, an out-of-class assignment is the full time performance of all the significant duties of an allocated, vacant, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee class and the out-of-class assignment is less than the above bonus the employee shall receive the rate for the higher class. This bonus is paid for each 30 calendar days the employee performs an out-of-class assignment, subject to the conditions described below. This bonus shall not be prorated.

Section 2. Conditions

It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

If an employee is assigned to an out-of-class assignment for more than 20 consecutive working days, management shall upon the employee's or union's written request for relief either:

Appoint the employee according to Civil Service Rules.

If the person is appointed within 30 calendar days from the date of request for relief, no bonus under this article is to be paid;

Return the employee to an assignment in his/her own class.

If such return is made within 30 calendar days of the request for relief, no bonus under this article is to be paid; or

Pay the employee the bonus for each 30 calendar days, from the date of request for relief; he/she performs the out-of-class assignment.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However such assignment shall not extend beyond the period of such emergency.

- B. Nothing in this article shall be construed as limiting management's authority to make temporary incidental assignments on higher rated classifications work, or to assign

employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employees personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 11 BULLETIN BOARDS

Management will furnish adequate bulletin board space to the Association of Public Defender Investigators where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available.

The boards shall be used for the following subjects:

- A. The Association of Public Defender Investigators' recreational, social and related Association of Public Defender Investigators news bulletins;
- B. Scheduled Association of Public Defender Investigators meetings;
- C. Information concerning the Association of Public Defender Investigators elections or the results thereof;
- D. Reports of official business of the Association of Public Defender Investigators including the Association of Public Defender Investigators newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the department head. The designated representative must either:

approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday and legal holidays, from the receipt of the material and the request to post it.

Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

ARTICLE 12 SAFETY AND HEALTH

Section 1 Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. The Association of Public Defender Investigators will cooperate by encouraging all employees to perform their work in a safe manner.

It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment and conditions and to report any such unsafe and/or unhealthy practices or conditions to their immediate supervisors.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or his representative may submit the matter in writing to the local facility Safety Officer or the departmental Safety Officer, if there is no local Safety Officer. The Safety Officer will respond within five (5) working days.

If the employee or his representative is not satisfied with the response of the Safety Officer, the Association of Public Defender Investigators may consult with the Chief of Disability Benefits, Health and Safety Division of the Chief Administrative Office or his designate. A representative of such Branch shall respond to the department head and the Association of Public Defender Investigators within ten (10) days. If the Association of Public Defender Investigators is not satisfied with the response of the Chief of Disability Benefits, Health and Safety, the issue may be taken within ten (10) days to arbitration as set forth in

Article 17. During such ten (10) days, consultation between the department head and the Association of Public Defender Investigators will take place.

Section 2. First-Aid Kits

The departmental Safety Officer or appropriate representative will make every reasonable effort to maintain complete first-aid kits at all work facilities.

Section 3.

Management and the Association of Public Defender Investigators mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

ARTICLE 13 PERSONNEL POLICIES

Section 1. Absences

Management agrees full-pay sick leave earned in the current calendar year may be used for proper absences, without reference of any kind on performance evaluations or appraisals of promotability.

Section 2.

An employee shall be provided, upon request, with a copy of any materials placed in his personnel file. An employee's personnel file shall be opened for inspection by the employee or by his certified majority representative with the written consent of the employee concerned. It shall be the policy of Management to notify the employee of all adverse material (specifically including any material that would adversely affect the employee's performance evaluation or promotability) placed in his personnel file and to discuss, with the employee, that material upon his request.

Section 3.

Efficiency of performance rating shall be made at least once each year.

Section 4.

The rater and the employee shall meet and discuss the evaluation prior to the inclusion of the evaluation in the employee's personnel file.

ARTICLE 14 PERSONNEL FILES

An employee, or his certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental management of his work performance or conduct if such statement is to be placed in his personnel file.

The employee shall acknowledge that he has read such material by affixing his manual signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his refusal on the copy to be filed along with the supervisor's manual signature and the manual signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure.

If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated

time limits, said document would not be placed in the official file until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his personnel file, an employee may request and have any written warnings issued more than two (2) years prior removed from his personnel file except as such may be a part of an official permanent record.

ARTICLE 15 LEAVES OF ABSENCESection 1. Pregnancy Leave

The parties agree that departmental management shall grant a leave of absence without pay to any full-time, permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the department head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time, permanent employee disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by her physician, may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury.

Section 2. Employee Organization Leave

The Association of Public Defender Investigators may have not more than one (1) employee in the Unit on leave of absence to accept employment with the Association of Public Defender Investigators. These leaves are subject to Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct the Association of Public Defender Investigators' business as it is related to

County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year.

Section 3. Educational Leave

Pursuant to Civil Service Rules and subject to staffing needs of the department, educational leave without pay may be granted upon a permanent employee's written request and presentation of a plan for schooling designed to improve the employee's value to the department and evidence of acceptance by an accredited college or university.

Section 4. Medical Leave

Pursuant to Civil Service Rules, medical leave without pay will be granted for the purpose of recovery from a prolonged illness or injury or to restore health, upon the employee's written request, if, after submission of medical evidence satisfactory to the department head as establishing the employee's medical need, the department head determines that such leave would be in the best interests of the department and the County.

ARTICLE 16 GRIEVANCE COMMITTEEPERSONS

It is agreed and understood by the parties of this Memorandum of Understanding that there shall not be more than two grievance committeepersons within the representation unit as herein defined. The Association of Public Defender Investigators shall give to the Public Defender of the County of Los Angeles a written list of the names of employees selected as grievance committeepersons, which list shall be kept current by the Association of Public Defender Investigators.

The Association of Public Defender Investigators agrees that, whenever an investigation or processing of formal grievances is to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. Grievance committee persons, when leaving their work location to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform him of the nature of the business. Permission to leave will be granted within a reasonable time unless such absence would cause an undue interruption of work. If such permission cannot be granted, the grievance committeeperson will be informed when time will be made available. Prior to entering other work locations, grievance committeepersons shall inform the cognizant supervisor of the nature of his business. Permission to leave the job will be granted to the employee involved unless such absence could cause an undue interruption of work. If the employee cannot be made available, the grievance committeeperson will be informed when the employee will be made available.

ARTICLE 17 GRIEVANCE PROCEDURE

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 1. Definitions

1. Wherever used, the term "employee" means either employee or employees as appropriate.
2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his immediate supervisor.
3. "Business Days" mean calendar days exclusive of Saturdays, Sundays and legal holidays.

Section 2. Responsibilities

1. The Association of Public Defender Investigators agrees to encourage an employee to discuss his complaint with his immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him at a mutually satisfactory time.

2. The employee will name the specific action complained of and state in sufficient detail the facts and reasons for the complaint and the remedy requested.
3. Departmental management has the responsibility to:
 - A. Respond only to the specific complaint and facts cited in the grievance as originally presented.
 - B. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
 - C. Supply the employee with the necessary information to process his grievance to the proper agency or authority.

Section 3. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled

on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 4. Employee Rights and Restrictions

1. The employee has the right to the assistance of a representative in the preparation of his written grievance and to represent him in formal grievance meetings. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
2. A County employee selected as a representative in a grievance is required to obtain the permission of his immediate supervisor to absent himself from his duties to attend a grievance meeting. The employee representative shall give his supervisor reasonable advance notice to ensure that his absence will not unduly interfere with departmental operations.
3. An employee may present his grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his rights because of Management imposed limitations in scheduling meetings.

Section 5. The Parties' Rights and Responsibilities

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
3. Management shall notify the Association of Public Defender Investigators of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The Association of Public Defender Investigators representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. The Association of Public Defender Investigators representative elects to attend any formal grievance meeting; he must inform departmental management prior to such meeting. The department may also designate a Management representative to be present at such meeting.

6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witness may attend formal grievance hearings on paid County time.

Section 6. Procedures

Step 1. Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy he requests from his departmental management. The employee shall submit two copies to his immediate supervisor and retain the third copy.
- B. Within five (5) business days, the immediate supervisor shall give his decision in writing to the employee on the original copy of the grievance.

Step 2. Middle Management

- A. Within five (5) business days from his receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by his department head. The department head has the authority to waive the middle management step if such a step is not appropriate because of the size of his

department. The middle management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him.

- B. Within five (5) business days from receipt of the grievance the middle management representative shall give a written decision and the reasons, therefore, to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union representative.

Step 3 Department Head

- A. Within five (5) business days from his receipt of the decision resulting from the previous step, the employee may appeal to the department head using the original copy of the grievance.
- B. Within ten (10) business days from the receipt of the employee's grievance, the department head or his designated representative, who has not been involved in the grievance in prior levels, shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons, therefore, to the employee. However, the department head or designate is not limited to denying a grievance for the reasons stated at any previous step in the procedure. Upon request, a copy of the decision will be given to the Union representative.

- C. If the department head or his designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the department head or his designated representative shall be final.

Section 7. Arbitration

- 1. Within ten (10) days from the receipt of the written decision of the department head, or his designated representative, the Union may request that the grievance be submitted to arbitration as provided for hereinafter.
- 2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any State or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors, unless the arbitrator, in his discretion, finds it necessary to

interpret or apply such State or local law in order to resolve the grievance which has been submitted to the arbitrator;

- B. The interpretation, application, merits or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including but not limited to discharges, reductions and discrimination; nor
 - C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Administrative Office or any other County department, agency or commission, unless the arbitrator, in his discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
 - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.
3. In the event the Union desires to request that a grievance, which meets the requirements of Paragraph 2 hereof, be submitted to arbitration, it shall, within the time requirements set forth above, send a written request to County's Employee

Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Administrative Officer, and to the County department head or officer affected, which written request shall:

- A. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration; and
 - B. Request that said Employee Relations Commission, pursuant to its applicable rules and regulations, appoint an arbitrator for the purpose of conducting arbitration concerning such grievances as provided for herein.
4. Arbitration of grievances hereunder will be limited to the formal grievances as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

5. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator.

In the event the County and the Union cannot jointly agree on a submission statement, then, at the hearing, each party shall present to the arbitrator its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

6. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
7. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If, within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

8. A written decision of an arbitrator resulting from the arbitration of a grievance under the following articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Purpose

Implementation

Term

Renegotiation

Non-Discrimination

Safety and Health

Payroll Deduction of Dues

Leaves of Absence

Authorized Agents

Provisions of Law

Legal Representation

ARTICLE 18 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 17, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by the parties. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his discretion, finds it necessary to interpret or apply such State or local law in order to resolve the grievance which has been submitted to the arbitrator.
 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures

or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination; nor

- C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Administrative Office, or any other County department, agency or commission, unless the arbitrator, in his discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
4. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
- A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.
 - B. The parties agree that 1) No stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel, and 3) there will be no post hearing briefs.

5. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
6. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
7. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
8. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
9. The decision of the arbitrator shall be binding upon the Union to the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

10. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.
11. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Leave of Absence for Union Business

Authorized Agents

Provisions of Law

ARTICLE 19 GRIEVANCES--GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between the Association of Public Defender Investigators and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the Unit may be effectively resolved, the following procedures are agreed upon.

The phrase "significantly large number" shall mean a majority of the employees in the Unit.

- A. Within fifteen (15) business days from the occurrence of the matter on which a complaint is based or within fifteen (15) business days from its knowledge of such an occurrence where the Association of Public Defender Investigators has reason to believe that Management is not correctly interpreting or applying any provision(s) of this Memorandum of Understanding, the Association of Public Defender Investigators may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter. Copies shall be sent to the department head involved and to the Chief Administrative Officer. The written Union request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within five (5) business days of such meeting, and in the event the matter is not satisfactorily resolved; the Association of Public Defender Investigators shall have the right to meet with the principal representative(s) of the County who have authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County department head, or the Chief Administrative Officer, or their authorized representative, who have authority to resolve the matter.
- C. Within ten (10) business days after the meeting provided for in (B) above, if the matter is not satisfactorily resolved and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 17, the disagreement may be submitted to arbitration in accordance with these provisions.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedure set forth in Article 17 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of the Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the Unit, as distinguished from the rights of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees and otherwise processed through the Grievance Procedure set forth in Article 17 hereof.

ARTICLE 20 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 21 WORK ACCESS

Authorized Association of Public Defender Investigators representatives will be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on the bulletin board.

The Association of Public Defender Investigators representatives desiring access to a work location hereunder shall state the purpose of his visit and request the department heads or his designates authorization a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice.

The Association of Public Defender Investigators agrees that its representatives will not purposely interfere with operations of department or any facility thereof.

The Association of Public Defender Investigators shall give to each department head and the Chief Administrative Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by the Association of Public Defender Investigators. Access to work locations will only be granted to representatives on the current list.

ARTICLE 22 TRAINING ADVISORY COMMITTEE

The parties agree to establish a Training Advisory Committee which will consist of one departmental representative and one employee member of the bargaining unit. Such committee's primary objective will be to investigate training alternatives and recommend to departmental management that certain selected training augment the management approved list of training programs subject to necessary approval from the Chief Administrative Officer and the Board of Supervisors.

The Department Head, or whomever he/she delegates, will determine the need, kind, amount and timeliness of training to be provided to Public Defender Investigator personnel and which of these personnel will attend approved training programs.

ARTICLE 23 JOINT LABOR/MANAGEMENT COMMITTEE ON SPANISH
SPEAKING INVESTIGATOR ISSUES

Section 1

“The parties agree to establish a Joint Labor/Management Committee on Spanish Speaking Investigator Issues to provide a forum for labor and Management to jointly discuss issues of concern to employees in this Unit.

Section 2

The Committee on shall consist of an equal number of management representatives employee representatives as designated by the Union. The Management representatives will be designated by the Department Head.”

ARTICLE 24 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOPSection 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Security Clause

Any employees in this Unit who have authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in the Unit may terminate such Union dues during the period January 15 through February 14 in any year of the contract, by notifying the Union and their termination of Union dues deduction. Such notification shall be in writing and contain the following information: employee name, employee number, job classification, department name and name of Union from which dues deduction are to be canceled. The Union will provide the County's Auditor-Controller with the appropriate

documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 3. Agency Shop Election

If at any time during the term of the Memorandum of Understanding, 30% of the employees represented by this Bargaining Unit sign a petition to request an agency shop agreement, the Union shall have the right to conduct a secret ballot election at any time during the term of the Memorandum of Understanding to determine whether a majority of the employees in the Bargaining Unit, who vote, are in favor of an agency fee agreement as provided in G.C. 3502.5.

This election shall be administered by the Employee Relations Commission. The Employee Relations Commission shall notify the County and the Union of the results of the election. The Union shall pay for the cost of the election.

If a majority of the employees in the Bargaining Unit who cast ballots, vote in favor of agency shop fee, the Union shall notify the County of its intent to implement an agency shop agreement. Immediately, thereafter, the Union shall notify all employees in the Bargaining Unit that they will be required, as a condition of continued employment, either to join the Union, or to pay the Union a service fee as provided in G.C. 3502.5(a).

If the majority of the employees in the Bargaining Unit, who vote, do not vote in favor of an agency shop fee, the MOU provisions of maintenance of membership set forth in Section 2 shall apply for the term of this MOU.

Section 4. Agency Shop

If a majority of those employees voting, vote in favor of agency shop, then the following provisions shall apply:

A. Agency Shop Defined

It is mutually agreed by the parties that the term, "Agency Shop," means that every employee represented by this Bargaining Unit shall as a condition of continued employment, either join the certified majority representative organization; or pay the organization a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop fee to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c) 3 of the Internal Revenue Service Code.

B. Religious Objections

An employee, who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share dues, pay sums equal to Agency Shop Fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such funds shall be paid through payroll deductions to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

C. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Bargaining Unit under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 2 shall prevail. There shall be only one election during the term of this Memorandum of Understanding.

D. Union Responsibilities – Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency fee payers to meaningfully challenge the propriety of the use of agency fees as provided in Chicago Teachers Union, Local No.1, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedure shall be provided to non-member agency fee payers for each year that the agency shop agreement is in effect.

E. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to union dues; or pay an Agency Shop Fee to the Union; or execute a written

declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees or charitable contributions shall be the first pay period this Article becomes implemented for current employees, whichever is later.

F. Employee Lists

The County will furnish the Union with a monthly list of employees in the Bargaining Unit. The employee list shall contain the name, employee number, date of hire into the Unit, classification title, item number, item sub, item step salary rate, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. This employee list shall be provided to the Union at a cost to be determined by the Auditor Controller.

Such lists shall include new hires, and employees promoted, demoted, or transferred into the Bargaining Unit. The monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

G. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 25 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither the Association of Public Defender Investigators nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 26 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty, as for example by work furloughs because of lack of work, or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 27 FULL UNDERSTANDING, MODIFICATIONS, WAIVERSection 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such change, it shall notify the Association of Public Defender Investigators indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to the Employee Relations Ordinance and where the Association of Public Defender Investigators requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation as Stenographer or Truck Driver.

Any agreement, resulting from such negotiations, shall be executed in writing by all parties hereto and, if required, approved and implemented by County's Board of Supervisors.

If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Association of Public Defender Investigators of such changes as soon as practicable. Such emergency

assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 28 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission or similar independent commissions of the County. If any part or provisions of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 29 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Administrative Officer or his duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, California 90012; Telephone: 974-2404), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. The Association of Public Defender Investigators authorized agent shall be the General Manager or his duly authorized representative (Address: 1061 N. Shepard Street, Suite C, Anaheim, California, 92806; Telephone: (714) 666-8050).

ARTICLE 30 LEGAL REPRESENTATION

Upon request of an employee and subject to any limitations provided by law, County will provide for the defense of any civil action or proceeding initiated against the employee by a person or entity other than County in a court of competent jurisdiction, on account of any act or omission occurring within the course and scope of his employment as an employee of County.

Nothing herein shall be deemed to require the provision of such defense where the discretion to provide or not provide such defense is vested in County pursuant to the provisions of the California Code, or where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption, or actual malice, or where the provision of such defense would create a conflict of interest between County and the employee.

Nothing herein shall be construed to grant to any employee any rights or privileges in addition to those provided in said Government Code.

ARTICLE 31 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation unit or the law provides for the transfer of functions now being performed by employees in this unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a Department's Request for Proposal is approved by the Chief Administrative Officer, the Labor Relations Office will arrange to meet with representatives of the Union to advise them of this action within five (5) days.

When advance knowledge of the impact of pending changes in function organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services. It is understood and agreed that Management shall have no obligation to negotiate the decision of any reorganization by the County during the life of this agreement.

Management acknowledges an obligation to negotiate the impact on wages, hours and working conditions of the employees in this bargaining unit insofar as such subjects are not set forth in Memorandum of Understanding or Civil Service Rules.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

ASSOCIATION OF PUBLIC
DEFENDER INVESTIGATORS

By 
Mark Reid
General Manager

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By 
William T. Fujioka
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
BEACH LIFEGUARDS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 25th day of
June, 2013,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management")
of the County of Los Angeles (hereinafter
referred to as "County"),

AND

LOS ANGELES COUNTY LIFEGUARD
ASSOCIATION (hereinafter referred to as
"LACOLA" or "Union")

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ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious Relations, cooperation and understanding between Management and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered hereby, which understanding the parties intend jointly to submit and recommend for approval and implementation to County's Board of Supervisors.

ARTICLE 2 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Los Angeles County Lifeguard Association (LACOLA) was certified on April 27, 1977 by County's Employee Relations Commission (Employee Relations Commission Petition No. 139) as the majority representative of County employees in the Beach Lifeguard Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes Los Angeles County Lifeguard Association as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the following employee classifications comprising said Unit, as well as such classes as may be added hereafter by the Employee Relations Commission:

<u>Item No.</u>	<u>Title</u>
2923	Ocean Lifeguard
2924	Ocean Lifeguard Specialist
2948	Lake Lifeguard, Parks and Recreation
2949	Senior Lake Lifeguard, Parks and Recreation

Management shall recognize LACOLA as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and LACOLA has shown it has met the requirements of any such new rules.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions of Articles; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

Notwithstanding the above, the provisions of Article 21, Management Rights, which differs from Section 5 of the Employee Relations Ordinance shall be implemented only by mutual agreement of the parties.

ARTICLE 4 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m., on January 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on December 31, 2014.

ARTICLE 5 RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from July 1, 2014 through August 1, 2014, its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposals, negotiations shall begin no later than 30 days after such receipt or September 1, 2014 whichever is later. An impasse concerning the matters under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by October 31, 2014, unless the parties mutually agree to continue negotiations.

ARTICLE 6 NON-DISCRIMINATION

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, political or religious opinions or affiliations, or handicapped status.

ARTICLE 7 AFFIRMATIVE ACTION PROGRAMS

Management of the Fire Department agrees to consult with designated representatives of the LACOLA regarding departmental affirmative action programs. Further, the parties agree that consultation shall take place prior to the implementation of such programs.

ARTICLE 8 SALARIES

Section 1. Recommended Salary Adjustment

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
2948	LAKE LIFEGUARD, PARKS & RECREATION	CURRENT	NW	72B	2969.36	3881.55
		07/01/2013	NW	72K	3028.27	3957.91
		07/01/2014	NW	73G	3087.73	4036.45
		01/01/2015	NW	74D	3148.18	4116.55
2923	OCEAN LIFEGUARD	CURRENT	NW	80E	3705.73	4856.00
		07/01/2013	NW	81B	3779.27	4952.36
		07/01/2014	NW	81K	3853.45	5051.27
		01/01/2015	NW	82G	3929.27	5152.36
2924	OCEAN LIFEGUARD SPECIALIST	CURRENT	NW	87B	4443.09	5827.55
		07/01/2013	NW	87K	4531.82	5943.91
		07/01/2014	NW	88G	4622.18	6062.45
		01/01/2015	NW	89D	4714.18	6183.09
2949	SENIOR LAKE LIFEGUARD, PARKS & REC	CURRENT	NW	81C	3788.55	4964.73
		07/01/2013	NW	81L	3862.73	5063.64
		07/01/2014	NW	82H	3938.82	5165.09
		01/01/2015	NW	83E	4016.64	5268.00

Section 2. Step Advances

- A. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.

- B. If no performance review is filed as defined in A. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph A. above, the employee may request his/her department head in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his/her step advance anniversary date.

- C. Grievances arising out of this section shall be processed as follows:

1. Where no Performance Evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the Department of Human Resources Office. If the Director of Personnel fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources Office, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his/her step anniversary date.
2. Where the department head issues a Performance Evaluation upon request of the Department of Human Resources Office, and said Performance

Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his/her step advance anniversary date.

3. Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.

- D. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this Section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 3.

The parties agree that the recommended salaries set forth herein were negotiated in good faith, and that said salaries were jointly determined independently of race, gender, age or national origin.

Section 4. Sick Leave Accrual Exchange

The parties further agree to recommend jointly to the County's Board of Supervisors that employees shall earn and accrue full-pay sick leave and be paid for unused full-pay sick leave as provided in Article 12, Sick Leave of the Memorandum of Understanding regarding fringe benefits between the County and the Coalition of County Unions, AFL-CIO.

1. Employees in this Unit shall be credited with full-pay sick leave to a maximum of eight days per calendar year.
2. In addition to the days of unused full-pay sick leave for which an employee may be paid pursuant to Section 2 of said Article 12, an employee may, at his/her option, regardless of whether sick leave was used during the preceding 12 months, receive payment for up to two additional sick leave days on July 1, 2013,; and July 1, 2014 in lieu of carrying such days, provided at least 20 days of full-pay sick leave remain to the employee's credit after such payment.
3. In no event shall this Section apply to Ocean Lifeguard or Lake Lifeguard, Parks and Recreation.

ARTICLE 9 PAYCHECK ERRORS

A. Underpayments

1. If an underpayment of 10% of base monthly pay (5% of base monthly pay paid twice a month) or \$100, whichever is least, occurs in an employee's paycheck, a paycheck correction may be requested. Such request must be made to the appointing authority within two business days after receipt of the warrant. Otherwise the correction shall be made in the next regularly issued warrant.
2. The Auditor-Controller will issue a corrected or supplemental warrant within three working days after receiving the request from the appointing authority.
3. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

B. Overpayments

1. Employees will be notified prior to the recovery of overpayments.
2. Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by

the Auditor-Controller. Such recovery shall not exceed 15% per month of disposable income (as defined by State law), except, however, that a mutually agreed upon acceleration provision may permit faster recovery.

ARTICLE 10 SPECIAL PAY PRACTICESSection 1. Call Back Pay

Whenever an employee who is scheduled on a minimum 40-hour workweek is unexpectedly ordered by his/her department head or designated management representative to return to work following the termination of his/her normal work shift or workweek and departure from his/her work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with the provisions of Article 11, Overtime.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee, i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his/her normal shift starting time, this shall be considered an early shift start and not a call back.

Employees assigned to an early shift start will be allowed to work to the end of their normal shift.

Section 2. Additional Compensation

Whenever an employee covered herein is required to supervise other employees as part of his/her regular duties, he/she shall receive compensation pursuant to Section 6.10.070, of the Los Angeles County Code.

Section 3. Underwater Recovery Unit Pay

The parties agree jointly to recommend to County's Board of Supervisors that said Board adopt and implement by amending applicable ordinances that a maximum of 24 persons employed as Ocean Lifeguard Specialist (Item No. 2924A or 2924B) and a maximum of 13 persons employed as Senior Lake Lifeguard, Parks and Recreation (Item No. 2949) or Supervising Lake Lifeguard, Parks and Recreation (Item No. 2950) who are regularly assigned to an underwater recovery team and actively engaged in diving operations shall be entitled to compensation at a rate of two schedules higher than that established for their positions.

Section 4. Catalina Island Assignment Pay

The parties agree jointly to recommend to County's Board of Supervisors that said Board adopt and implement by amending applicable ordinance that persons employed on positions herein who are assigned on a regular basis to beach and rescue boat operations

on and around Catalina Island and during such assignment are required to reside on Catalina Island shall be entitled to compensation at a rate four schedules higher than that established for their position for the duration of such assignment.

Section 5. Paramedic Pay

- A. In addition to salaries set forth in the Salary Article of this Memorandum of Understanding, effective November 1, 1997 employees certified by the Department of Health Services as paramedics shall be eligible to receive a paramedic skill bonus of 6 standard salary schedules, when assigned to work on a regular basis on a paramedic Mobil Intensive Care Unit (MICU) based at Avalon Harbor or Isthmus Cove.

- B Those employees assigned on a relief basis shall be compensated on a pro rata basis for actual hours worked as a paramedic at the above named locations.

Section 6. Additional Compensation - Emergency Medical Technician I Training or Emergency Medical Technician-P Training

Effective May 1, 2005, in addition to the salaries set forth in the Salary Article of this Memorandum of Understanding, employees covered by this agreement shall receive a bonus equal to forty-four (44) standard salary levels, for Emergency Medical Technician I or Emergency Medical Technician - P certification. This bonus shall be considered as wages for all purposes.

Departmental management shall, for all recurrent Ocean Lifeguards and Ocean Lifeguard Specialists who have worked 180 days or 1440 hours in the preceding rating period, and are required by Management to be certified, provide Emergency Medical Technician I recertification and shall pay tuition costs for said recertification. Management shall approve and coordinate Emergency Medical Technician I Training Program curriculum and employee attendance at such training pursuant to departmental guidelines.

Section 7. Reporting Time

When a Recurrent Lifeguard reports for his/her assigned shift or as otherwise directed by departmental management and work is not available, as determined by departmental management, the employee will be paid a minimum of two hours at the straight time rate. If the employee is assigned to work and subsequently sent home before completion of his/her assigned shift, he/she will be paid for all hours worked at the straight time rate per the County Code, except when such assigned shift is ordered terminated by departmental management due to inclement weather, the employee shall receive a minimum of 4 hours at the straight time rate as defined in the County Code.

Section 8. Acting Captain

An Ocean Lifeguard Specialist who is assigned to perform all of the duties of the position of Captain, Lifeguard Services, Fire or Rescue Boat Captain, on a full-time basis is entitled to receive additional compensation in the form of a bonus (Acting Captain Bonus) in accordance with the following provisions:

- 1) Eligibility for the Acting Captain Bonus shall not begin until the 30th calendar day of the assignment. Once said eligibility has been achieved, the bonus shall be payable retroactive to the first day of the assignment and shall extend through the duration of the assignment.
- 2) The amount of the Acting Captain Bonus shall be equal to the difference of the Ocean Lifeguard Specialist's current salary and the salary he/she would have received if the employee were actually employed or reemployed on a monthly recurrent basis to a Captain, Lifeguard Services, Fire or Rescue Boat Captain position. The amount shall be determined by taking into account the employee's past earnings history while acting as a Captain, Lifeguard Services, Fire recurrent or Rescue Boat Captain, recurrent, as though the employee had actually been employed in those positions.
- 3) An Ocean Lifeguard Specialist who has been receiving the Acting Captain Bonus is entitled to a step advancement as an Ocean Lifeguard Specialist in accordance with Article 8, Section 2(A). After each 12 months of aggregate service in the assignment of Acting Captain, Lifeguard Services, Fire, or Rescue Boat Captain the Ocean Lifeguard Specialist is also entitled to have the Acting Captain Bonus adjusted to reflect step advances as if he/she had been appointed to Captain, Lifeguard Services, Fire, or Rescue Boat Captain, on a monthly recurrent basis.

- 4) Upon promotion to a permanent Captain, Lifeguard Services, Fire or Rescue Boat Captain position, the Unit member's step placement shall be determined by including aggregate service as Acting Captain, Lifeguard Services, Fire, or Rescue Boat Captain.

Section 9. Swim Proficiency Bonus

Permanent full-time bargaining unit employees shall receive a \$400 bonus upon successful completion of the winter re-check as follows:

- 1) In 2005, permanent employees in the Unit must complete a 550 yard swim test in ten (10) minutes or less.
- 2) In 2006 and each year thereafter, permanent employees in the Unit must complete a 550 yard swim test in nine (9) minutes or less.

Section 10 Wellness/Fitness for Life Bonus

Effective 10/1/06, all employees in the bargaining unit shall receive a bonus of twelve (12) standard salary levels upon successful completion of the annual Wellness/Fitness for Life Program as provided for in Appendix A. The bonus will remain in effect through the term of the contract (12/31/2014). Continuation of the bonus is contingent on evaluation and effectiveness of the Program.

For recurrent lifeguards, the bonus will be paid for each hour worked at an hourly rate as provided for in County Code Section 6.24.020, Daily and Hourly Rates.

ARTICLE 11 OVERTIME

Section 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

- A. The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked will be calculated as provided by the Fair Labor Standards Act, 29 U.S.C. ' 201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday or compensatory time off will be counted in calculating hours worked for overtime purposes.

- B. The County will pay employees for any overtime worked at a rate of one and one-half (1-1/2) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

Section 2. Usage of Non-FLSA Earned Compensatory Time

- A. Employees shall not be directed by Management to take compensatory time off without at least ten (10) business days notice or be denied a timely request to take such time off.

Requests for time-off will be approved based on the needs of the service as determined by Management.

- B. With prior approval of departmental management, accumulated compensatory time not used during the calendar year in which it is earned may be carried over one (1) additional calendar year during which it must be taken. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

Section 3. Distribution of Overtime

Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit and work section. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work.

Section 4. Savings Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 5. Department Head Authority

Department heads may pay overtime to exempt employees in lieu of compensatory time off when the department head deems it essential to the effective operation of the department and its mission, subject to approval of the Chief Administrative Office.

ARTICLE 12 EMPLOYEE BENEFITS

Section 1.

The parties agree jointly to recommend to County's Board of Supervisors, for adoption and implementation by amendment to the applicable ordinance, the same employee benefits as those provided for the majority of employees. For purposes of this section, said benefits are limited to those benefits commonly accepted to be uniform for all groups of 40-hour per week County employees, such as holidays, vacations, sick leave, health and dental insurance, severance pay, and life insurance except as delineated below as Vacation Settlement. Equivalent benefits for County employees who work other than a 40-hour week are also included, provided, however, that only those retirement benefits negotiated and adopted for safety members shall be applicable to safety employees in this Unit.

Section 2.

Effective July 1, 1997, an Ocean lifeguard (recurrent) or Ocean Lifeguard Specialist (recurrent), who has accumulated a total of 1600 hours of active service and has also established eligibility for advancement to the second step of the salary range for Ocean Lifeguard, shall be awarded a lump sum of 64 hours of vacation and thereafter begin accruing vacation at the rates established in County Code Section 6.18.040.

When an Ocean Lifeguard (recurrent) or Ocean Lifeguard Specialist (recurrent), who has achieved eligibility for Afirst vacation@, is appointed to a permanent Ocean Lifeguard

Specialist position, the employee will retain the same vacation accrual eligibility that applied to his/her Ocean Lifeguard (recurrent) or Ocean Lifeguard Specialist position.

Section 3. Vacation and Holiday Time

The Departments will continue the practice of not requiring the safety employees in this Unit to take off vacation or holiday time.

a. Vacation Time

Any permanent 40-hour safety employee whose sum of current and deferred vacation balance is in excess of 480 hours on December 31, 2005, will not be paid off for such time; rather, the time will be kept on the books and remain available for use and be subject to payoff at termination if not used. This time is available for use as time off by the employee at his/her option, with prior approval of management.

Effective December 31, 2005, all 40-hour permanent safety employees will be paid for vacation hours over 320 hours at the end of the calendar year.

County Code Section 6.20.070F.1 does not apply to this subsection.

b. Holiday Time

Any permanent 40-hour safety employee who has a holiday balance in excess of 264 hours on December 31, 2005, will not be paid off for such time; rather, the time will be kept on the books and remain available for use and be subject to payoff at

termination if not used. The time is available for use by the employee at his/her option, with prior approval of management.

Effective December 31, 2005, all permanent 40-hour safety employees in this Unit will be paid for all holiday hours over 176 hours at the end of the calendar year.

County Code Section 6.20.070F.1 does not apply to this subsection.

ARTICLE 13 BULLETIN BOARDS

Management will furnish LACOLA bulletin board space not to exceed 17" x 27" at locations where employees covered herein are employed. The boards shall be used only for the following subjects:

- A. LACOLA recreational, social and related news bulletins;
- B. Scheduled LACOLA Meetings;
- C. Information concerning LACOLA elections or the results thereof;
- D. Reports of official business of LACOLA including reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the department head or his authorized representative.

Prior to posting, all material shall be initialed by an authorized representative of LACOLA.

In cases where LACOLA represents more than one representation unit at a work location, the space described above will become the bulletin board space for all employees represented by LACOLA at the work location.

ARTICLE 14 SAFETY AND HEALTHSection 1. Parties' Responsibilities

It is the duty of Management to make a reasonable effort to provide and maintain a safe and healthy place of employment. LACOLA will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisor. If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee has the right to submit the matter in writing either personally or through his/her Area Representative to the departmental safety representative.

On any matter of safety or health that is not resolved by the departmental safety representative within a reasonable period of time, the Area Representative may confer with the departmental safety representative who will respond in writing.

If the Area Representative is not satisfied with the response of the departmental safety representative, a LACOLA director may consult with the Chief of Workers' Compensation and Occupational Health Branch of the Chief Administrative Office or his designated representative. The representative of this branch shall investigate the matter and advise the Department Head and LACOLA of his findings in the case and his recommendation, if any.

Section 2.

Management and LACOLA mutually agree that Safety and Health conditions in employment in the County of Los Angeles are subject to the provisions of the William-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Safety and Health Act of 1973.

Section 3.

Management and LACOLA mutually agree that no underwater recovery operations using SCUBA will commence without at least two regular compensated members of the UNDERWATER RECOVERY UNIT. This does not prohibit the use of additional uncompensated auxiliary members of the Unit that are certified by the Department Diving Officer. No employee will be assigned underwater recovery operations with SCUBA without first volunteering except regular compensated members.

Section 4.

Notwithstanding Section 3, if in the judgment of the employee a life threatening situation requires his immediate response, he may choose to unilaterally waive restriction set forth in Section 3.

Section 5.

It is mutually agreed that the foregoing does not intend to limit a regular U.R.U. member from dives that are for training purposes if accompanied by a certified auxiliary member or departmentally certified reserve diver on Catalina Island (Item #9316).

ARTICLE 15 WORK SCHEDULES

Section 1.

Any change of work location, workweek or daily shift time shall require a prior notice of five (5) working days to the concerned employee who is scheduled on a minimum 40-hour workweek. However, nothing herein shall limit the authority of Management to make assignments to different shifts for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

Section 2.

The workweek for full-time lifeguards in the Unit is 40 hours of work in a seven consecutive day period as defined by Management.

Section 3.

During the term of this agreement, the workweek for Ocean Lifeguard Specialists assigned to beach sites beginning the second workweek in April through the end of the first workweek in October shall be four days per week, ten hours per day. This schedule does not preclude Management from assigning other personnel to this or a similar work schedule.

Section 4.

Nothing herein shall limit the authority of Management to make temporary assignments to different work locations for the purpose of meeting varying crowd, surf or weather conditions.

Section 5. Division Seniority

Effective September 1, 1998, credit for seniority will be based on: regular working time and time lost from regular work due to industrial injury, vacation, and sick.

Section 6. Minimum Days Requirement

Effective September 1, 1998, the minimum day requirement for Ocean Lifeguards shall be 10 days (80 hours) plus recheck. Ocean Lifeguards on the 4th and 5th pay steps of the pay plan will only be required to work 4 days (32 hours) plus recheck.

Section 7. 24-Hour Work Shifts

A. Federal FLSA Regulations

The FLSA regulations (29 C.F.R. 785.22 Duty of 24 hours or more) provide that:

“(a) General

Where an employee is required to be on duty for 24 hours or more, the employer and the employee may agree to exclude bona fide meal periods and a bona fide regularly scheduled sleeping period of not more than eight (8) hours from hours worked, provided adequate sleeping facilities are furnished by the employer and the employee can usually enjoyed an uninterrupted night's sleep. If the sleeping period is more than eight (8) hours, only eight (8) hours will be credited.

(b) Interruptions of sleep.

If the sleeping period is interrupted by a call to duty, the interruption must be counted as hours worked. If the period is interrupted to such an extent that the employee cannot get a reasonable night's sleep, the entire period must be counted. For enforcement purposes, the Divisions have adopted the rule that if the employee cannot get at least five hours' sleep during the scheduled period the entire time is working time."

- B. Management may assign employees in this Unit to alternate work schedules, including but not limited to a work shift of 24 hours or more. The designated sleep time for employees working a shift of 24 hours or more shall be between the hours of 11:00 P.M. and 7:00 A.M. The parties agree for such employees no more than four hours of sleep time may be excluded from hours worked.
- C. If during the designated sleep time, a "call to duty" prevents an employee from sleeping for at least five (5) hours during the designated sleep time, the entire 24-hour period shall be counted as hours worked under the FLSA.
- D. A "call to duty" is an activity that benefits the employer and interrupts sleep, is hours worked within the meaning of the FLSA, and includes, but is not limited to a public safety response requiring the employee to leave his/her assigned work station, respond to another location, and to generate a NFIRS report. "Call to duty" time commences with NFRIS Dispatch Time, documents Clear Time and includes an

additional 60 minutes for return travel to the assigned work location, restocking and clean-up time. Return travel, restocking and clean-up time exceeding the built-in 60-minute corridor requires documentation and Section Chief approval.

Section 8.

The parties agree to meet and discuss Catalina lifeguard paramedic scheduling, assignments on Catalina Island, and minimum days requirements for recurrent lifeguards, within 60 days from approval of this memorandum of understanding with the intention of resolving these issues by October 1, 2005.

ARTICLE 16 UNIFORMS

Nothing herein shall be construed to modify in any manner whatsoever the uniform standards in the Departments, nor shall anything herein be construed as a waiver of Management's rights to establish, change and modify uniform standards and dress codes.

Section 1. Initial Issue Upon Employment

Employees in this bargaining unit shall receive initial uniform items as provided for in subsections a .through c below, except that each Ocean Lifeguard and Lake Lifeguard, Parks and Recreation must meet the requirements provided for in subsection d. in order to qualify for items in subsections a and b.

Issued items shall be authorized for use only while on duty and must be returned to the Department upon termination.

a. Fire Department:

*2 Trunks	2 Shirts
*1 Sun Hat	2 Jackets
*1 Badge	*1 Wet Suit (full length)
1 Belt	*1 Short Sleeve Spring Wet Suit
1 Tie	*1 Pair of Split-toe, Hard Sole Wet Suit Booties
2 Pants	

b. Department of Parks & Recreation:

*2 Trunks	2 Pants (Navy Blue) (one pants may be short)
*1 Sun Cap	2 Shirts (white, class B)

*1 Badge	2 Jackets (*1 Down for winter)
*10 Patches	*1 Wet Suit (full length)
1 Belt	*1 Cite Book Case
1 Sunglasses	*3 Polo Shirts (white, with L/G emblem)
1 Jumpsuit	1 pair of deck shoes
*1 pair of work boots	*1 pair of wet suit booties*1 pair of wet suit gloves

c. A light jacket shall be issued to Recurrent Lake Lifeguards on a one-time only basis.

d. In order to qualify for items described in subsection a and b, each Ocean Lifeguard or Lake Lifeguard, Parks and Recreation must work 180 days or 1440 hours during the preceding rating period and demonstrate (written statement) within 30 days following his or her request, that he or she will be available for work a minimum of 90 days during the winter months (October-March) of the following rating period. It is the intent of the parties that an eligible employee will receive no more than one initial uniform during the term of this agreement. When an employee fails to exercise his/her rights under this subsection, an initial issue of the following uniform shall be made on a one-time only basis to each Recurrent Ocean Lifeguard and Lake Lifeguard, Parks and Recreation:

2 Trunks

4 Patches

1 Sun Hat or Cap

Upon appointment to permanent Ocean Lifeguard Specialist or Senior Lake Lifeguard, Parks and Recreation uniform items previously issued to an Ocean Lifeguard or Lake Lifeguard, Parks and Recreation shall be credited toward the initial uniform issue to each Ocean Lifeguard Specialist or Senior Lake Lifeguard, Parks and Recreation as stated in Sections 1 a or b of this Article.

Section 2. Uniform Replacement and Maintenance

a. Permanent Employees

Permanent full-time employees in this bargaining unit are eligible for a uniform replacement and maintenance allowance as provided for in Section 3 of this Article.

Permanent full-time employees in this bargaining unit shall be responsible for the replacement of each uniform item previously issued and considered substandard under the Departments' guidelines, except that items identified by an asterisk (*) in Section 1 a. and b. of this Article will be replaced on an as needed basis. All other items will be replaced on an as-needed basis except where such replacement would be necessary as a result of improper or unauthorized use or care.

b. Recurrent Employees

As provided for in Sections 1 of this Article, uniforms will be replaced on an as-needed basis except where such replacement would be necessary as a result of improper or unauthorized use or care.

c. General Provisions

Management will be the sole determinant as to the standard uniform issue for all employees in the Unit and the need for replacement due to normal wear.

All employees shall be responsible for the laundry, care and maintenance of their uniforms.

Section 3. Uniform Replacement and Maintenance Allowance

Permanent employees covered by this agreement and employed on November 1, 2013, shall be entitled to a lump sum payment of six hundred dollars (\$600.00) in lieu of the uniform items previously issued and replaced under the 2000-2002 Memorandum of Understanding. Such payment shall be made between December 1, 2013, and December 15, 2013, by separate payroll warrant.

Permanent employees covered by this agreement and employed on November 1, 2014, shall be entitled to a lump sum payment of six hundred dollars (\$600.00) in lieu of the uniform items previously issued and replaced under the 2000-2002 Memorandum of Understanding. Such payment shall be made between December 1, 2014 and December 15, 2014, by separate payroll warrant.

This allowance shall not constitute a base rate.

ARTICLE 17 REPRESENTATIVES

It is agreed by the parties of the Memorandum of Understanding that LACOLA may select a reasonable number of representatives for this Unit. LACOLA shall give to each department head a written list of employees from his department who have been selected as representative. This list shall be kept current by LACOLA.

Representatives may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances without loss of pay or benefits of any kind. Representatives, when leaving their work locations to transact such investigation or processing, shall first obtain permission from their immediate supervisor, and inform him of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however denial of permission will automatically constitute an extension of the time equal to the amount of delay. If such permission cannot be granted promptly, the representative will be immediately informed when time will be made available. Such time will not be more than 24 hours, excluding Saturday, Sunday, and holidays, after the time of the representative's request, unless otherwise mutually agreed to.

Upon entering a work location, the representative shall inform the cognizant supervisor of the nature of his/her business. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If the employee cannot be made available, the representative will be informed when the employee will be made available. Such time will not be more than 24 hours, excluding Saturday, Sunday, and holidays, after the time of the representative's request, unless otherwise mutually agreed to. LACOLA agrees that a representative shall not log compensatory time or premium pay time for the time spent performing any function of a representative.

Management will make every reasonable effort not to reassign a representative if there is any other employee in the same classification who meets the specific qualifications necessary to fill the vacancy.

ARTICLE 18 GENERAL PROVISIONSSection 1. Literature

Management agrees to make available to each new employee covered herein, a post card furnished by LACOLA requesting that information about LACOLA be sent to the employee's home.

Section 2. LACOLA Presentation at Training

Management agrees to make time available during a break in the training schedule for rookies or recheck for the purpose of LACOLA sign-up and discussion.

Section 3.

Management agrees that when the State creates enabling legislation for a Commission on Lifeguard Standards and Training that is similar in concept to the existing Commission on Peace Officer Standards and Training (POST), Management will, upon demand and during the first renegotiation period subsequent to the passage of such enabling legislation, negotiate upon the subject.

ARTICLE 19 GRIEVANCE PROCEDURE

Section 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee who may submit or be involved in a grievance.

Section 2. Definitions

1. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules or regulations governing personnel practices or conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and his/her immediate supervisor.
2. "Business Days" means calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. LACOLA agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. LACOLA agrees to encourage an employee who files a formal written grievance to state clearly and concisely the specific action(s) being grieved, the Article(s) violated and the specific remedy requested.
3. Departmental Management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a representative in the preparation of his/her written grievance, and to represent him/her in formal grievance meetings.
The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
2. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent himself/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with departmental operations.
3. An employee and his/her LACOLA representative may represent his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee, LACOLA representative and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
3. Management shall notify LACOLA of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. A LACOLA representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If a LACOLA representative elects to attend any formal grievance meetings, he/she must inform departmental management prior to such meeting. The department may also designate a Management representative to be present at such meeting.

Section 7. Procedure

1. Informal Complaint

- A. Within five business days from the occurrence of the matter on which a complaint is based, or within five business days from his/her knowledge of such occurrence, an employee may discuss his/her complaint in a meeting with his/her immediate supervisor.
- B. Within five business days from the day of the discussion with the employee, the immediate supervisor shall verbally reply to the employee's complaint.

2. Grievance

Step 1. Supervisor

- A. Within ten business days from the occurrence of the matter on which a complaint is based, or within ten business days from his/her knowledge of such occurrence an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy he/she requests from his/her departmental management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.
- B. Within ten business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance.

Step 2. Middle Management

- A. Within ten business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by his department head. The department head has the authority to waive the middle Management step. The middle Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

- B. Within ten business days from receipt of the grievance, the middle Management representative shall give a written decision to the employee using the original copy of the grievance.

Step 3. Department Head

- A. Within ten business days from his/her receipt of the decision resulting from the previous step, the employee may appeal to the department head using the original copy of the grievance.

- B. Within ten business days from the receipt of the employee's grievance, the department head or his designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision to the employee.

- C. If the department head or his designated representative fails to give a decision within the specified time limit, LACOLA shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
- D. On matters that do not directly concern or involve the interpretation or application of the specific terms and provisions of the Memorandum of Understanding, the written decision of the department head or his designated representative shall be final, unless the grievance is submitted to arbitration pursuant to Section 8 hereof.

Section 8. Arbitration

- 1. Within ten days from the receipt of the written decision of the department head, or his designated representative, LACOLA may request that the grievance be submitted to arbitration as provided for hereinafter.
- 2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to

interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

- B. The interpretation, application, merits or legality of any or all of the County of Los Angeles Civil Service Rules nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, discrimination; nor
 - C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Administrative Office, or any other County department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
 - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting on December 19, 1986.
3. In the event LACOLA desires to request that a grievance, which meets the requirements of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee

Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Administrative Officer and to the County department head or officer affected, which written request shall:

- A. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration; and
 - B. Request that said Employee Relations Commission pursuant to its applicable Rules and Regulations, appoint an arbitrator for the purpose of conducting arbitration concerning such grievance as provided herein.
4. Arbitration of grievances hereunder will be limited to the formal grievances as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

5. Prior to a hearing by an arbitrator, a representative of the County and LACOLA shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and LACOLA cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
6. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
7. The decision of the arbitrator shall be binding upon LACOLA. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If, within 60 days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. LACOLA may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

8. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Implementation

Term

Renegotiation

Safety and Health - Except those sections pertaining to the
Underwater Recovery Unit

Provisions of Law

Affirmative Action Programs

Non-Discrimination

ARTICLE 20 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between LACOLA and Management concerning the interpretation or application of any of the provisions of this Memorandum of understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the Unit may be effectively resolved, the following procedures are agreed upon:

- A. Where LACOLA has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, LACOLA may request in writing, within fifteen (15) business days from the occurrence or knowledge of the matter in dispute, that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, LACOLA shall have the right to meet with the principal representative(s) of the County who have authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean its Chief Administrative Officer or his authorized representative, and any other County department head or his authorized representative, who has authority to resolve the matter.

- C. Within ten (10) business days after the meeting provided in B. above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8 of Article 19, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 19 of this Memorandum of Understanding.

It is further understood that this Article is not intended as substitute or alternative for the grievance procedures set forth in Article 19 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the Unit, as distinguished from the rights of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees and otherwise processed through the grievance procedures set forth in Article 19 hereof.

ARTICLE 21 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty, effect work furloughs or any other alternatives because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 22 EMPLOYEE RIGHTS/TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation unit or the law provides for the transfer of functions now being performed by employees in this unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a Department's Request for Proposal is approved by the Chief Administrative Officer, the Labor Relations Office will arrange to meet with representatives of the Union to advise them of this action within five (5) days.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services. It is understood and agreed that Management shall have no obligation to negotiate either the decision of any reorganization by the County during the life of this agreement. Management acknowledges an obligation to negotiate the impact on wages, hours and working conditions of the employees in this bargaining unit insofar as such subjects are not set forth in Memoranda of Understanding or Civil Service Rules.

ARTICLE 23 PAYROLL DEDUCTIONS AND DUES

It is agreed that for employees covered hereunder, LACOLA dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable state law, monthly by Management from the salary of each employee covered hereunder who first files with County Management a written authorization requesting that such deductions be made, or who complies with such alternative procedures as may be established by County's Auditor-Controller. Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to LACOLA by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

It is further understood and agreed that Management shall not be required to deduct said dues or other deductions, or to remit same to LACOLA, when any employee covered hereunder who has previously filed a written authorization requesting such deductions, requests in writing that Management cancel all or any portion of the deductions previously authorized.

LACOLA agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 24 WORK ACCESS

A LACOLA representative desiring access to a work location hereunder shall state the purpose of his/her visit and request the department head's authorization at least twenty-four (24) hours before the intended visit unless the parties mutually agree to waive notice. If authorization for such access is not granted, the LACOLA representative will be informed when time will be made available. Such time will not be more than 24 hours after the time of the LACOLA representative's request, unless otherwise mutually agreed to.

Authorized LACOLA representatives may be given access to work locations during working hours solely for the purposes of conducting LACOLA grievance investigations and observing working conditions. LACOLA agrees that its representative will not interfere with operations of a department or any facility thereof.

LACOLA shall give to the department head or his designated representative a written list of all of its authorized representatives, which list shall be kept current by LACOLA. Access to work locations will only be granted to representatives on the current list.

ARTICLE 25 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither LACOLA nor Management, nor their authorized representatives will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 26FULL UNDERSTANDING, MODIFICATIONS, WAIVER

- A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to negotiate with respect to any matter covered herein or with respect to any other matters within the scope of negotiations, during the term of this Memorandum of Understanding.
- C. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by County's Board of Supervisors.
- D. The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 27 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the LACOLA, and no lockouts shall be made by the County. In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and LACOLA fails to exercise good faith in halting the work interruption, LACOLA and the employees involved shall be deemed in violation of this article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 28 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable federal, state, and County laws and regulations, the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules and regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 29 TRANSFERS

Permanent employees in the Unit in the Department of Parks and Recreation, who received at least a competent rating on their last performance evaluation and who desire to be transferred to a specific work location within the department may submit a written request for transfer to the Personnel Office.

Requests filed hereunder shall be valid for one year from date of filing and must be renewed if the employee still desires to be considered for transfer beyond that date. As openings occur, Management will review requests on file and make an effort to effect transfers of employees based on the operational needs of the Department. If Management intends to fill a vacancy through transfer and more than one person applies, the employee with the most seniority who meets operational needs will be transferred.

It is understood that this Article does not modify Management's right to promote an employee.

ARTICLE 30 AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Administrative Officer, or his duly authorized representative (address: 222 North Grand Avenue, Los Angeles, California 90012; Telephone: 974-2404), except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

- B. LACOLA's principal authorized agent shall be its President or his duly authorized representative (address: 1140 Highland Avenue, Suite 180, Manhattan Beach, California 90266, Telephone: (310) 528-1338.

APPENDIX A

WELLNESS/FITNESS FOR LIFE PROGRAM

Objective: To enhance individual fitness, wellness, and aerobic capacity for Life

The goal of this comprehensive Wellness/Fitness for Life Program is to improve the quality of life of all lifeguard personnel. The Program seeks to demonstrate the value of investing wellness resources over time to maintain fit, healthy, and capable beach and lake lifeguards throughout their careers. An effective program should realize significant cost savings in lost work time, workers' compensation, and disability. In addition, through data collection analysis, the County will measure the effectiveness of the Program.

Requirements to qualify for bonus

- Take Full Medical Exam Each Fiscal Year.
- Complete Wellness/Fitness Continuing Education: 12-hours/year.
- Meet Target Numbers by Year 3 of the Program.

Note: Effective October 1, 2006, employees in the unit will receive the bonus as provided for in Article 10, Section 9 of this MOU. Effective October 1, 2006, employee must participate in an annual medical exam in his/her birth month and complete annual CE training to retain the bonus. Between December 1, 2006, and June 30, 2007, employees must complete their annual medical exam during their birth month to retain the bonus. Failure to complete the medical will result in the loss of the bonus until employee

completes a medical exam during their birth month in 2007. Employees with a birth month between July 1, 2006, and November 30, 2006, must participate in the medical exam no later than January 31, 2007, to retain the bonus. During the first year, 12 hours of Wellness/Fitness Continuing Education must be completed by May 31, 2007. In years 2 and 3 the employee must complete the most recent 12 hours of Wellness/Fitness Continuing Education prior to their birth month. Effective July 1, 2007, employee must participate in an annual medical exam in his/her birth month and complete annual CE training to retain the bonus. Effective July 1, 2008, employees must participate in the annual medical exam in their birth month, complete annual CE training and meet target strength and Max VO2 to retain the bonus. The bonus will remain in effect through the term of the contract (12/31/14). Continuation of the bonus is contingent on evaluation and effectiveness of the Program.

Annual Medical Exam (off duty)

- Stress EKG Treadmill/Aerobic Measurement
- Blood, Lab Work, Chest X-ray.
- Strength and Flexibility Management.

Wellness/Fitness Continuing Education

- Twelve (12) hours of on-line education per year.
- Interactive with dietary tips and tasks after each chapter.
- Curriculum developed by experts on nutrition, diet, and fitness with change each year.

Max VO2:

- Target: All participants achieve Max VO2 of 40 by year three or lose bonus.
- Once Max VO2 of 40 is reached, must be maintained each year.

Strength Testing:

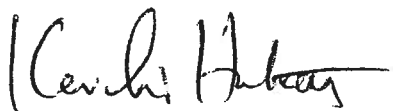
- Push-Ups: (Target)—24 within 60 seconds
- Crunches: (Target)—35 within 60 seconds

Ongoing evaluation of this program will be conducted by CAO/Risk Management/OHP, and will track in the aggregate, participation levels, physiological and biochemical parameters as set forth in an operational letter of agreement dated January 1, 2007.

Nothing in the operational agreement will impact the Wellness/Fitness for Life bonus set forth in Article 10, Section 9.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

LOS ANGELES COUNTY
LIFEGUARD ASSOCIATION

By 

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By 
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
SUPERVISORY BEACH LIFEGUARDS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 25th day of
June, 2013,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management")
of the County of Los Angeles (hereinafter
referred to as "County"),

AND

LOS ANGELES COUNTY LIFEGUARD
ASSOCIATION (hereinafter referred to as
"LACOLA" or "Union")

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ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious Relations, cooperation and understanding between Management and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered hereby, which understanding the parties intend jointly to submit and recommend for approval and implementation to County's Board of Supervisors.

ARTICLE 2 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Los Angeles County Lifeguard Association (LACOLA) was certified on April 27, 1977 by County's Employee Relations Commission (Employee Relations Commission Petition No. 139) as the majority representative of County employees in the Beach Lifeguard Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes Los Angeles County Lifeguard Association as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the following employee classifications comprising said Unit, as well as such classes as may be added hereafter by the Employee Relations Commission:

<u>Item No.</u>	<u>Title</u>
2925	Captain, Lifeguard Services, Fire
2926	Rescue Boat Captain
2927	Senior Rescue Boat Captain
2950	Supervising Lake Lifeguard, Parks and Recreation

Management shall recognize LACOLA as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and LACOLA has shown it has met the requirements of any such new rules.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions of Articles; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

Notwithstanding the above, the provisions of Article 21, Management Rights, which differs from Section 5 of the Employee Relations Ordinance shall be implemented only by mutual agreement of the parties.

ARTICLE 4 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m., on January 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on December 31, 2014.

ARTICLE 5 RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from July 1, 2014 through August 1, 2014, its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposals, negotiations shall begin no later than 30 days after such receipt or September 1, 2014 whichever is later. An impasse concerning the matters under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by October 31, 2014, unless the parties mutually agree to continue negotiations.

ARTICLE 6 NON-DISCRIMINATION

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, political or religious opinions or affiliations, or handicapped status.

ARTICLE 7 AFFIRMATIVE ACTION PROGRAMS

Management of the Fire Department agrees to consult with designated representatives of the LACOLA regarding departmental affirmative action programs. Further, the parties agree that consultation shall take place prior to the implementation of such programs.

ARTICLE 8 SALARIES

Section 1. Recommended Salary Adjustment

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
2925	CAPTAIN, LIFEGUARD SERVICES, FIRE	CURRENT	NW	97E	5871.18	7700.36
		07/01/2013	NW	98B	5987.91	7853.55
		07/01/2014	NW	98K	6107.18	8009.91
		01/01/2015	NW	99G	6229.18	8169.55
2926	RESCUE BOAT CAPTAIN	CURRENT	NW	97E	5871.18	7700.36
		07/01/2013	NW	98B	5987.91	7853.55
		07/01/2014	NW	98K	6107.18	8009.91
		01/01/2015	NW	99G	6229.18	8169.55
2927	SENIOR RESCUE BOAT CAPTAIN	CURRENT	NW	99E	6198.45	8129.36
		07/01/2013	NW	100B	6321.73	8290.64
		07/01/2014	NW	100K	6447.55	8455.73
		01/01/2015	NW	101G	6576.09	8624.64
2950	SUPVG LAKE LIFEGUARD, PARKS & REC	CURRENT	NW	85G	4260.73	5588.36
		07/01/2013	NW	86D	4345.45	5699.55
		07/01/2014	NW	87A	4432.00	5813.00
		01/01/2015	NW	87J	4520.73	5929.36

Section 2. Step Advances

- A. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.

- B. If no performance review is filed as defined in A. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph A. above, the employee may request his/her department head in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his/her step advance anniversary date.

- C. Grievances arising out of this section shall be processed as follows:

1. Where no Performance Evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the Department of Human Resources Office. If the Director of Personnel fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources Office, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his/her step anniversary date.
2. Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is

competent or better, the employee shall be provided a step advance within 30 days effective to his/her step advance anniversary date.

3. Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.

- D. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this Section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 3.

The parties agree that the recommended salaries set forth herein were negotiated in good faith, and that said salaries were jointly determined independently of race, gender, age, or national origin.

Section 4. Sick Leave Accrual Exchange

The parties further agree to recommend jointly to the County's Board of Supervisors that employees shall earn and accrue full-pay sick leave and be paid for unused full-pay sick leave as provided in Article 12, Sick Leave Benefits of the Memorandum of Understanding regarding fringe benefits between the County and the Coalition of County Unions, AFL-CIO.

1. Employees in this Unit shall be credited with full-pay sick leave to a maximum of eight days per calendar year.
2. In addition to the days of unused full-pay sick leave for which an employee may be paid pursuant to Section 2 of said Article 12, an employee may, at his/her option, regardless of whether sick leave was used during the preceding 12 months, receive payment for up to two additional sick leave days on July 1, 2013, and July 1, 2014 in lieu of carrying such days, provided at least 20 days of full-pay sick leave remain to the employee's credit after such payment.

ARTICLE 9 PAYCHECK ERRORS

A. Underpayments

1. If an underpayment of 10% of base monthly pay (5% of base monthly pay paid twice a month) or \$100, whichever is least, occurs in an employee's paycheck, a paycheck correction may be requested. Such request must be made to the appointing authority within two business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.
2. The Auditor-Controller will issue a corrected or supplemental warrant within three working days after receiving the request from the appointing authority.
3. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

B. Overpayments

1. Employees will be notified prior to the recovery of overpayments.
2. Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed 15% per month of disposable income (as defined by State law), except, however, that a mutually agreed upon acceleration provision may permit faster recovery.

ARTICLE 10 SPECIAL PAY PRACTICESSection 1. Call Back Pay

Whenever an employee who is scheduled on a minimum 40-hour workweek is unexpectedly ordered by his/her department head or designated management representative to return to work following the termination of his/her normal work shift or workweek and departure from his/her work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with the provisions of Article 11, Overtime.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee, i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his/her normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift.

Section 2. Additional Compensation

Whenever an employee covered herein is required to supervise other employees as part of his/her regular duties, he/she shall receive compensation pursuant to Section 6.10.070, of the Los Angeles County Code.

Section 3. Underwater Recovery Unit Pay

The parties agree jointly to recommend to County's Board of Supervisors that said Board adopt and implement by amending applicable ordinances that two persons (up to four persons at management's discretion) on a classification covered herein who are regularly assigned to the Underwater Recovery Unit as Training officers and who are actively engaged in diving operations shall be entitled to compensation at a rate two schedules higher than that established for the position.

A maximum of 13 persons employed as Senior Lake Lifeguard, Parks and Recreation (Item No. 2949) or Supervising Lake Lifeguard, Parks and Recreation (Item No 2950) who are regularly assigned on a permanent basis to an underwater recovery team and actively engaged in diving operations shall be entitled to compensation at a rate two schedules higher than that established for their positions.

Section 4. Catalina Island Assignment Pay

The parties agree jointly to recommend to County's Board of Supervisors that said Board adopt and implement by amending applicable ordinance that persons employed on

positions herein who are assigned on a regular basis to beach and rescue boat operations on and around Catalina Island and during such assignment are required to reside on Catalina Island shall be entitled to compensation at a rate four schedules higher than that established for their position for the duration of such assignment.

Section 5. Paramedic Pay

- A. In addition to salaries set forth in the Salary Article of this Memorandum of Understanding, effective November 1, 1997 employees certified by the Department of Health Services as paramedics shall be eligible to receive a paramedic skill bonus of 6 standard salary schedules, when assigned to work on a regular basis on a paramedic Mobil Intensive Care Unit (MICU) based at Avalon Harbor or Isthmus Cove.
- B Those employees assigned on a relief basis shall be compensated on a pro rata basis for actual hours worked as a paramedic at the above named locations.

Section 6. Additional Compensation - Emergency Medical Technician I Training or Emergency Medical Technician-P Training

Effective May 1, 2005, in addition to the salaries set forth in the Salary Article of this Memorandum of Understanding, employees covered by this agreement shall receive a bonus equal to forty-four (44) standard salary levels, for Emergency Medical Technician I or Emergency Medical Technician - P certification. This bonus shall be considered as wages for all purposes.

Departmental management shall, for all recurrent Ocean Lifeguards and Senior Ocean Lifeguard Specialists who have worked 180 days or 1440 hours in the preceding rating period, and are required by Management to be certified, provide Emergency Medical Technician I and recertification and shall pay tuition costs for said recertification. Management shall approve and coordinate Emergency Medical Technician I or Training Program curriculum and employee attendance at such training pursuant to departmental guidelines.

Section 7. Reporting Time

When a Recurrent Lifeguard reports for his/her assigned shift or as otherwise directed by departmental management and work is not available, as determined by departmental management, the employee will be paid a minimum of two hours at the straight time rate. If the employee is assigned to work and subsequently sent home before completion of his/her assigned shift, he/she will be paid for all hours worked at the straight time rate per the County Code, except when such assigned shift is ordered terminated by departmental management due to inclement weather, the employee shall receive a minimum of 4 hours at the straight time rate as defined in the County Code.

Section 8. Swim Proficiency Bonus

Permanent full-time bargaining unit employees shall receive a \$400 bonus upon successful completion of the winter re-check as follows:

- 1) In 2005, permanent employees in the Unit must complete a 550 yard swim test in ten (10) minutes or less.
- 2) In 2006 and each year thereafter, permanent employees in the Unit must complete a 550 yard swim test in nine (9) minutes or less.

Section 9 Wellness/Fitness For Life Bonus

Effective 10/1/06, all employees in the bargaining unit shall receive a bonus of twelve(12) standard salary levels upon successful completion of the annual Wellness/Fitness for Life Program as provided for in Appendix A. The bonus will remain in effect through the term of the contract (12/31/2014). Continuation of the bonus is contingent on evaluation and effectiveness of the Program.

ARTICLE 11 OVERTIMESection 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

- A. The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided by the Fair Labor Standards Act, 29 U.S.C. '201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday or compensatory time off will be counted in calculating hours worked for overtime purposes.

- B. The County will pay employees for any overtime worked at a rate of one and one-half (1/2) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

Section 2. Usage of Non-FLSA Earned Compensatory Time

- A. Employees shall not be directed by Management to take compensatory time off without at least ten (10) business days notice or be denied a timely request to take such time off.

Requests for time-off will be approved based on the needs of the service as determined by Management.

- B. With prior approval of departmental management, accumulated compensatory time not used during the calendar year in which it is earned may be carried over one (1) additional calendar year during which it must be taken. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

Section 3. Distribution of Overtime

Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit and work section. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work.

Section 4. Savings Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 5. Department Head Authority

Department heads may pay overtime to exempt employees in lieu of compensatory time off when the department head deems it essential to the effective operation of the department and its mission, subject to approval of the Chief Administrative Office.

ARTICLE 12 EMPLOYEE BENEFITS

Section 1.

The parties agree jointly to recommend to County's Board of Supervisors, for adoption and implementation by amendment to the applicable ordinance, the same employee benefits as those provided for the majority of employees. For purposes of this section, said benefits are limited to those benefits commonly accepted to be uniform for all groups of 40-hour per week County employees, such as holidays, vacations, sick leave, health and dental insurance, severance pay, and life insurance. Equivalent benefits for County employees who work other than a 40-hour week are also included, provided, however, that only those retirement benefits negotiated and adopted for safety members shall be applicable to safety employees in this Unit.

Section 2. Vacation and Holiday Time

The Departments will continue the practice of not requiring the safety employees in this Unit to take off vacation or holiday time.

a. Vacation Time

Any permanent 40-hour safety employee whose sum of current and deferred vacation balance is in excess of 480 hours on December 31, 2005, will not be paid off for such time; rather, the time will be kept on the books and remain available for use and be subject to payoff at termination if not used. This time is available for use as time off by the employee at his/her option, with prior approval of management.

Effective December 31, 2005, all 40-hour permanent safety employees will be paid for vacation hours over 320 hours at the end of the calendar year.

County Code Section 6.20.070F.1 does not apply to this subsection.

b. Holiday Time

Any permanent 40-hour safety employee who has a holiday balance in excess of 264 hours on December 31, 2005, will not be paid off for such time; rather, the time will be kept on the books and remain available for use and be subject to payoff at termination if not used. The time is available for use by the employee at his/her option, with prior approval of management.

Effective December 31, 2005, all permanent 40-hour safety employees in this Unit will be paid for all holiday hours over 176 hours at the end of the calendar year.

County Code Section 6.20.070F.1 does not apply to this subsection.

ARTICLE 13 BULLETIN BOARDS

Management will furnish LACOLA bulletin board space not to exceed 17" x 27" at locations where employees covered herein are employed. The boards shall be used only for the following subjects:

- A. LACOLA recreational, social and related news bulletins;
- B. Scheduled LACOLA Meetings;
- C. Information concerning LACOLA elections or the results thereof;
- D. Reports of official business of LACOLA including reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the department head or his authorized representative.

Prior to posting, all material shall be initialed by an authorized representative of LACOLA.

In cases where LACOLA represents more than one representation unit at a work location, the space described above will become the bulletin board space for all employees represented by LACOLA at the work location.

ARTICLE 14 SAFETY AND HEALTHSection 1 Parties' Responsibilities

It is the duty of Management to make a reasonable effort to provide and maintain a safe and healthy place of employment. LACOLA will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisor. If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee has the right to submit the matter in writing either personally or through his/her Area Representative to the departmental safety representative.

On any matter of safety or health that is not resolved by the departmental safety representative within a reasonable period of time, the Area Representative may confer with the departmental safety representative who will respond in writing.

If the Area Representative is not satisfied with the response of the departmental safety representative, a LACOLA director may consult with the Chief of Workers' Compensation and Occupational Health Branch of the Chief Administrative Office or his designated representative. The representative of this branch shall investigate the matter and advise the Department Head and LACOLA of his findings in the case and his recommendation, if any.

Section 2.

Management and LACOLA mutually agree that Safety and Health conditions in employment in the County of Los Angeles are subject to the provisions of the William-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Safety and Health Act of 1973.

Section 3.

Management and LACOLA mutually agree that no underwater recovery operations using SCUBA will commence without at least two regular compensated members of the UNDERWATER RECOVERY UNIT. This does not prohibit the use of additional uncompensated auxiliary members of the Unit that are certified by the Department Diving Officer. No employee will be assigned underwater recovery operations with SCUBA without first volunteering except regular compensated members.

Section 4.

Notwithstanding Section 3, if in the judgment of the employee a life threatening situation requires his immediate response, he may choose to unilaterally waive restriction set forth in Section 3.

Section 5.

It is mutually agreed that the foregoing does not intend to limit a regular U.R.U. member from dives that are for training purposes if accompanied by a certified auxiliary member or departmentally certified reserve diver on Catalina Island (Item #9316).

ARTICLE 15WORK SCHEDULESSection 1.

Any change of work location, workweek or daily shift time shall require a prior notice of five (5) working days to the concerned employee who is scheduled on a minimum 40-hour workweek. However, nothing herein shall limit the authority of Management to make assignments to different shifts for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

Section 2.

The workweek for full-time lifeguards in the Unit is 40 hours of work in a seven consecutive day period as defined by Management.

Section 3.

Nothing herein shall limit the authority of Management to make temporary assignments to different work locations for the purpose of meeting varying crowd, surf or weather conditions.

Section 4. 24-Hour Work ShiftsA. Federal FLSA Regulations

The FLSA regulations (29 C.F.R. 785.22 Duty of 24 hours or more) provide that:

“(a) General

Where an employee is required to be on duty for 24 hours or more, the employer and the employee may agree to exclude bona fide meal periods and a bona fide regularly scheduled sleeping period of not more than eight (8) hours from hours worked, provided adequate sleeping facilities are furnished by the employer and the employee can usually enjoyed an uninterrupted night's sleep. If the sleeping period is more than eight (8) hours, only eight (8) hours will be credited.

(b) Interruptions of sleep

If the sleeping period is interrupted by a call to duty, the interruption must be counted as hours worked. If the period is interrupted to such an extent that the employee cannot get a reasonable night's sleep, the entire period must be counted. For enforcement purposes, the Divisions have adopted the rule that if the employee cannot get at least five hours' sleep during the scheduled period the entire time is working time.”

- B. Management may assign employees in this Unit to alternate work schedules, including but not limited to a work shift of 24 hours or more. The designated sleep time for employees working a shift of 24 hours or more shall be between the hours of 11:00 P.M. and 7:00 A.M. The parties agree for such employees no more than four hours of sleep time may be excluded from hours worked.

- C. If during the designated sleep time, a “call to duty” prevents an employee from sleeping for at least five (5) hours during the designated sleep time, the entire 24-hour period shall be counted as hours worked under the FLSA.
- D. A “call to duty” is an activity that benefits the employer and interrupts sleep, is hours worked within the meaning of the FLSA, and includes, but is not limited to a public safety response requiring the employee to leave his/her assigned work location, respond to another location, and to generate a NFIRS report. “Call to duty” time commences with NFRIS Dispatch Time, documents Clear Time and includes an additional 60 minutes for return travel to the assigned work location, restocking and clean-up time. Return travel, restocking and clean-up time exceeding the built-in 60-minute corridor requires documentation and Section Chief approval.

Section 5.

The parties agree to meet and discuss Catalina lifeguard paramedic scheduling, assignments on Catalina Island, and minimum day requirements for recurrent lifeguards, within 60 days from approval of this memorandum of understanding with the intention of resolving these issues by October 1, 2005.

ARTICLE 16 UNIFORMS

Nothing herein shall be construed to modify in any manner whatsoever the uniform standards in the Departments, nor shall anything herein be construed as a waiver of Management's rights to establish, change and modify uniform standards and dress codes.

Section 1. Uniform Replacement and Maintenance

Permanent full-time employees in this bargaining unit are eligible for a uniform replacement and maintenance allowance as provided for in Section 2 of this Article.

Permanent full-time employees in this bargaining unit shall be responsible for the replacement of each uniform item previously issued and considered substandard under the Departments' guidelines, except that items identified by an asterisk (*) in subsections a. and b. below will be replaced on an as needed basis, except where such replacement would be necessary as a result of improper or unauthorized use or care.

Management will be the sole determinant as to the standard uniform issue for all employees in the Unit and the need for replacement due to normal wear.

All employees shall be responsible for the laundry, care and maintenance of their uniforms.

a. Fire Department

*2 Trunks	2 Pants
*1 Sun Hat	-2 Shirts
*1 Badge	2 Jackets
1 Belt	1 Heavyweight Coat
1 Tie	*1 Wet Suit (full length)
1 Sunglasses	1 Pair of Swim Fins
*10 Patches	

b. Department of Parks and Recreation

*1 Trunks	2 Pants (Navy Blue) (one pants may be short)
*1 Sun Hat	2 Shirts (White, Class B)
*1 Badge	2 Jackets (*1 Down for Winter)
*10 Patches	*1 Wet Suit (Full Length)
1 Belt	*1 Cite Book Case
1 Sunglasses	*3 Polo Shirts (White, with L/G emblem)
1 Jumpsuit	1 Pair of deck shoes
*1 pair of work boots	*1 pair of wet suit booties
*1 pair of wet suit gloves	

Issued items shall be authorized for use only while on duty and must be returned to the Department upon termination.

Section 2. Uniform Replacement and Maintenance Allowance

Permanent employees covered by this agreement and employed on November 1, 2013, shall be entitled to a lump sum payment of six hundred dollars (\$600.00) in lieu of the

uniform items previously issued and replaced under the 2000-2002 Memorandum of Understanding. Such payment shall be made between December 1, 2013 and December 15, 2013, by separate payroll warrant.

Permanent employees covered by this agreement and employed on November 1, 2014, shall be entitled to a lump sum payment of six hundred dollars (\$600.00) in lieu of the uniform items previously issued and replaced under the 2000-2002 Memorandum of Understanding. Such payment shall be made between December 1, 2014 and December 15, 2014, by separate payroll warrant.

This allowance shall not constitute a base rate.

ARTICLE 17 REPRESENTATIVES

It is agreed by the parties of the Memorandum of Understanding that LACOLA may select a reasonable number of representatives for this Unit. LACOLA shall give to each department head a written list of employees from that department who have been selected as representatives. This list shall be kept current by LACOLA.

Representatives may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances without loss of pay or benefits of any kind. Representatives, when leaving their work locations to transact such investigation or processing shall first obtain permission from their immediate supervisor and inform him of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however denial of permission will automatically constitute an extension of the time equal to the amount of delay. If such permission cannot be granted promptly, the representative will be immediately informed when time will be made available. Such time will not be more than 24 hours, excluding Saturday, Sunday, and holidays, after the time of the representative's request, unless otherwise mutually agreed to.

Upon entering a work location, the representative shall inform the cognizant supervisor of the nature of his/her business. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If the employee cannot be made available, the representative will be informed when the employee will be made available. Such time will not be more than 24 hours, excluding Saturday, Sunday, and holidays, after the time of the representative's request, unless otherwise mutually agreed to.

LACOLA agrees that a representative shall not log compensatory time or premium pay time for the time spent performing any function of a representative.

Management will make every reasonable effort not to reassign a representative if there is any other employee in the same classification who meets the specific qualifications necessary to fill the vacancy.

ARTICLE 18 GENERAL PROVISIONSSection 1. Literature

Management agrees to make available to each new employee covered herein, a post card furnished by LACOLA requesting that information about LACOLA be sent to the employee's home.

Section 2. LACOLA Presentation at Training

Management agrees to make time available during a break in the training schedule for rookies or recheck for the purpose of LACOLA sign-up and discussion.

Section 3.

Management agrees that when the State creates enabling legislation for a Commission on Lifeguard Standards and Training that is similar in concept to the existing Commission on Peace Officer Standards and Training (POST), Management will, upon demand and during the first renegotiation period subsequent to the passage of such enabling legislation, negotiate upon the subject.

ARTICLE 19 GRIEVANCE PROCEDURE

Section 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee who may submit or be involved in a grievance.

Section 2. Definitions

1. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules or regulations governing personnel practices or conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and his/her immediate supervisor.
2. "Business Days" means calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. LACOLA agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. LACOLA agrees to encourage an employee who files a formal written grievance to state clearly and concisely the specific action(s) being grieved, the Article(s) violated and the specific remedy requested.
3. Departmental Management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled

on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a representative in the preparation of his/her written grievance, and to represent him/her in formal grievance meetings. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
2. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent himself/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with departmental operations.
3. An employee and his/her LACOLA representative may represent his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee, LACOLA representative and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
3. Management shall notify LACOLA of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. A LACOLA representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If a LACOLA representative elects to attend any formal grievance meetings, he/she must inform departmental management prior to such meeting. The department may also designate a Management representative to be present at such meeting.

Section 7. Procedure

1. Informal Complaint

- A. Within five business days from the occurrence of the matter on which a complaint is based, or within five business days from his/her knowledge of such occurrence, an employee may discuss his/her complaint in a meeting with his/her immediate supervisor.

- B. Within five business days from the day of the discussion with the employee, the immediate supervisor shall verbally reply to the employee's complaint.

2. Grievance

Step 1. Supervisor

- A. Within ten business days from the occurrence of the matter on which a complaint is based, or within ten business days from his/her knowledge of such occurrence an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy he/she requests from his/her departmental management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

- B. Within ten business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance.

Step 2. Middle Management

- A. Within ten business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by his department head. The department head has the authority to waive the middle Management step. The middle Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

- B. Within ten business days from receipt of the grievance, the middle Management representative shall give a written decision to the employee using the original copy of the grievance.

Step 3. Department Head

- A. Within ten business days from his/her receipt of the decision resulting from the previous step, the employee may appeal to the department head using the original copy of the grievance.

- B. Within ten business days from the receipt of the employee's grievance, the department head or his designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision to the employee.

- C. If the department head or his designated representative fails to give a decision within the specified time limit, LACOLA shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
- D. On matters that do not directly concern or involve the interpretation or application of the specific terms and provisions of the Memorandum of Understanding, the written decision of the department head or his designated representative shall be final, unless the grievance is submitted to arbitration pursuant to Section 8 hereof.

Section 8. Arbitration

- 1. Within ten days from the receipt of the written decision of the department head, or his designated representative, LACOLA may request that the grievance be submitted to arbitration as provided for hereinafter.
- 2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

- A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
- B. The interpretation, application, merits or legality of any or all of the County of Los Angeles Civil Service Rules nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, discrimination; nor
- C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Administrative Office, or any other County department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting on December 19, 1986.

3. In the event LACOLA desires to request that a grievance, which meets the requirements of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Administrative Officer and to the County department head or officer affected, which written request shall:
 - A. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration; and
 - B. Request that said Employee Relations Commission pursuant to its applicable Rules and Regulations, appoint an arbitrator for the purpose of conducting arbitration concerning such grievance as provided herein.
4. Arbitration of grievances hereunder will be limited to the formal grievances as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and

agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

5. Prior to a hearing by an arbitrator, a representative of the County and LACOLA shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and LACOLA cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
6. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
7. The decision of the arbitrator shall be binding upon LACOLA. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within 60 days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. LACOLA

may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

8. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Implementation

Term

Renegotiation

Safety and Health - Except those sections pertaining to the
Underwater Recovery Unit

Provisions of Law

Affirmative Action Programs

Non-Discrimination

ARTICLE 20GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between LACOLA and Management concerning the interpretation or application of any of the provisions of this Memorandum of understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the Unit may be effectively resolved, the following procedures are agreed upon:

- A. Where LACOLA has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, LACOLA may request in writing, within fifteen (15) business days from the occurrence or knowledge of the matter in dispute, that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, LACOLA shall have the right to meet with the principal representative(s) of the County who have authority to resolve the matter. For

purposes of this provision, Management's principal representative(s) shall mean its Chief Administrative Officer or his authorized representative, and any other County department head or his authorized representative, who has authority to resolve the matter.

- C. Within ten (10) business days after the meeting provided in B. above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8 of Article 19, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 19 of this Memorandum of Understanding.

It is further understood that this Article is not intended as substitute or alternative for the grievance procedures set forth in Article 19 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the Unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees and otherwise processed through the grievance procedures set forth in Article 19 hereof.

ARTICLE 21 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty, effect work furloughs or any other alternatives because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 22EMPLOYEE RIGHTS/TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation unit or the law provides for the transfer of functions now being performed by employees in this unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a Department's Request for Proposal is approved by the Chief Administrative Officer, the Labor Relations Office will arrange to meet with representatives of the Union to advise them of this action within five (5) days.

When advance knowledge of the impact of pending changes in function, organization, or operations are available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services. It is understood and agreed that Management shall have no obligation to negotiate either the decision of any reorganization by the County during the life of this agreement. Management acknowledges an obligation to negotiate the impact on wages, hours and working conditions of the employees in this bargaining unit insofar as such subjects are not set forth in Memoranda of Understanding or Civil Service Rules.

ARTICLE 23 PAYROLL DEDUCTIONS AND DUES

It is agreed that for employees covered hereunder, LACOLA dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable state law, monthly by Management from the salary of each employee covered hereunder who first files with County Management a written authorization requesting that such deductions be made, or who complies with such alternative procedures as may be established by County's Auditor-Controller. Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to LACOLA by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

It is further understood and agreed that Management shall not be required to deduct said dues or other deductions, or to remit same to LACOLA, when any employee covered hereunder who has previously filed a written authorization requesting such deductions, requests in writing that Management cancel all or any portion of the deductions previously authorized.

LACOLA agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 24 WORK ACCESS

A LACOLA representative desiring access to a work location hereunder shall state the purpose of his/her visit and request the department head's authorization at least twenty-four (24) hours before the intended visit unless the parties mutually agree to waive notice. If authorization for such access is not granted, the LACOLA representative will be informed when time will be made available. Such time will not be more than 24 hours after the time of the LACOLA representative's request, unless otherwise mutually agreed to.

Authorized LACOLA representatives may be given access to work locations during working hours solely for the purposes of conducting LACOLA grievance investigations and observing working conditions. LACOLA agrees that its representative will not interfere with operations of a department or any facility thereof.

LACOLA shall give to the department head or his designated representative a written list of all of its authorized representatives, which list shall be kept current by LACOLA. Access to work locations will only be granted to representatives on the current list.

ARTICLE 25 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither LACOLA nor Management, nor their authorized representatives will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 26 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

- A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

- B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to negotiate with respect to any matter covered herein or with respect to any other matters within the scope of negotiations, during the term of this Memorandum of Understanding.

- C. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by County's Board of Supervisors.

- D. The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 27 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the LACOLA, and no lockouts shall be made by the County. In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and LACOLA fails to exercise good faith in halting the work interruption, LACOLA and the employees involved shall be deemed in violation of this article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 28 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable federal, state, and county laws and regulations, the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules and regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 29 TRANSFERS

Permanent employees in the Unit in the Department of Parks and Recreation, who received at least a competent rating on their last performance evaluation and who desire to be transferred to a specific work location within the department may submit a written request for transfer to the Personnel Office.

Requests filed hereunder shall be valid for one year from date of filing and must be renewed if the employee still desires to be considered for transfer beyond that date. As openings occur, Management will review requests on file and make an effort to effect transfers of employees based on the operational needs of the Department. If Management intends to fill a vacancy through transfer and more than one person applies, the employee with the most seniority who meets operational needs will be transferred.

It is understood that this Article does not modify Management's right to promote an employee.

ARTICLE 30 AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Administrative Officer, or his duly authorized representative (address: 222 North Grand Avenue, Los Angeles, California 90012; Telephone: 974-2404), except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

- B. LACOLA's principal authorized agent shall be its President or his duly authorized representative (address: 1294 Ocean Drive, Hermosa Beach, California 90254, Telephone: (310) 528-1338.

APPENDIX A

WELLNESS/FITNESS FOR LIFE PROGRAM

Objective: To enhance individual fitness, wellness, and aerobic capacity for Life

The goal of this comprehensive Wellness/Fitness for Life Program is to improve the quality of life of all lifeguard personnel. The Program seeks to demonstrate the value of investing wellness resources over time to maintain fit, healthy, and capable beach and lake lifeguards throughout their careers. An effective program should realize significant cost savings in lost work time, workers' compensation, and disability. In addition, through data collection analysis, the County will measure the effectiveness of the Program.

Requirements to qualify for bonus

- Take Full Medical Exam Each Fiscal Year.
- Complete Wellness/Fitness Continuing Education: 12-hours/year.
- Meet Target Numbers by Year 3 of the Program.

Note: Effective October 1, 2006, employees in the unit will receive the bonus as provided for in Article 10, Section 9 of this MOU. Effective October 1, 2006, employee must participate in an annual medical exam in his/her birth month and complete annual CE training to retain the bonus. Between December 1, 2006, and June 30, 2007, employees must complete their annual medical exam during their birth month to retain the bonus.

Failure to complete the medical will result in the loss of the bonus until employee completes a medical exam during their birth month in 2007. Employees with a birth month between July 1, 2006, and November 30, 2006, must participate in the medical exam no later than January 31, 2007, to retain the bonus. During the first year, 12 hours of Wellness/Fitness Continuing Education must be completed by May 31, 2007. In years 2 and 3 the employee must complete the most recent 12 hours of Wellness/Fitness Continuing Education prior to their birth month. Effective July 1, 2007, employee must participate in an annual medical exam in his/her birth month and complete annual CE training to retain the bonus. Effective July 1, 2008, employees must participate in the annual medical exam in their birth month, complete annual CE training and meet target strength and Max VO2 to retain the bonus. The bonus will remain in effect through the term of the contract (12/31/14). Continuation of the bonus is contingent on evaluation and effectiveness of the Program.

Annual Medical Exam (off duty)

- Stress EKG Treadmill/Aerobic Measurement
- Blood, Lab Work, Chest X-ray.
- Strength and Flexibility Management.

Wellness/Fitness Continuing Education

- Twelve (12) hours of on-line education per year.
- Interactive with dietary tips and tasks after each chapter.
- Curriculum developed by experts on nutrition, diet, and fitness with change each year.

Max VO2:

- Target: All participants achieve Max VO2 of 40 by year three or lose bonus.
- Once Max VO2 of 40 is reached, must be maintained each year.

Strength Testing:

- Push-Ups: (Target)—24 within 60 seconds
- Crunches: (Target)—35 within 60 seconds

Ongoing evaluation of this program will be conducted by CAO/Risk Management/OHP, and will track in the aggregate, participation levels, physiological and biochemical parameters as set forth in an operational letter of agreement dated January 1, 2007.

Nothing in the operational agreement will impact the Wellness/Fitness for Life bonus set forth in Article 10, Section 9.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

LOS ANGELES COUNTY
LIFEGUARD ASSOCIATION

By Keisha Holmes

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By Ronald Fox
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS